

A G E N D A

OCONEE COUNTY COUNCIL MEETING

TUESDAY, NOVEMBER 7, 1995

7:00 PM

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Consideration of Approval of Rural Economic and Community Development Grant for Cane Creek Pump Station Upgrade Project - Mr. Roger Crouch, Jr. District Loan Specialist, RECD
5. Consideration of Approval of Resolution 95-24, "A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND BORG-WARNER AUTOMOTIVE POWERTRAIN SYSTEMS CORPORATION WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL EXECUTE A LEASE AGREEMENT(S) FOR A PROJECT(S) INVOLVING NOT LESS THAN THIRTY MILLION DOLLARS (\$30,000,000) INVESTMENT" - Mr. Wesley Crum, Bond Counsel
6. Consideration of Request by Oconee Memorial Hospital, Inc. For Approval of Amendment to By-Laws and Articles of Incorporation of Oconee Memorial Hospital, Inc. So As To Allow The Merger Of Oconee Memorial Hospital, Inc. With Hospice of Foothills, Inc.
7. Consideration of Approval of Arts Contracts - Mr. Ernest Hesterberg, Chairman, Arts & Historical Commission
8. Consideration of Request for Utility Bed for Picket Post Fire Department - Mr. Dewitt Mize, Rural Fire Marshal
9. Consideration of Bids for Physicals for Volunteer Firemen - Mr. Dewitt Mize, Rural Fire Marshal & Ms. Marianne Dillard, Purchasing Agent
10. Consideration of Bids for Surveillance System for Patrol Car - Sheriff James Singleton & Ms. Marianne Dillard, Purchasing Agent

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11. Consideration of Bids for RFP - Engineering Services for Pedestrian Bridge at Chau Ram Park - Mr. Alex James, PRT Director & Ms. Marianne Dillard, Purchasing Agent
12. Consideration of Bids to Rebuild Engine, Transmission, Torque Converter & Linkage in Fiat Allis Loader - Mr. Lee Davis, Motor Pool Foreman, Mr. Tommy Crumpton, Rock Crusher Director & Ms. Marianne Dillard, Purchasing Agent
13. Consideration of Bids for Steel to Reline Cline Truck Beds at Rock Crusher - Mr. Lee Davis, Motor Pool Foreman, Mr. Tommy Crumpton, Rock Crusher Director & Ms. Marianne Dillard, Purchasing Agent
14. Consideration of Bids for Uniforms for Various County Departments - Ms. Marianne Dillard, Purchasing Agent
15. Consideration of Approval of Resolution 95-25, "A RESOLUTION PROCLAIMING NOVEMBER, 1995 as HOSPICE MONTH"
16. Consideration of Approval of Resolution 95-26 - Resolution 95-37, "RESOLUTIONS OF APPRECIATION TO THE WORLD WAR II COMMEMORATIVE COMMITTEE"
17. Third & Final Reading of Ordinance 95-9, "AN ORDINANCE TO AMEND OCONEE COUNTY ORDINANCE 89-5 TO PROVIDE FOR THE ASSIGNMENT OF CABLE TELEVISION FRANCHISE FROM FRIENDSHIP CABLE OF SOUTH CAROLINA, INC. TO GALAXY TELECOM, L. P. d/b/a GALAXY CABLEVISION"
18. Third & Final Reading of Ordinance 95-7, "AN ORDINANCE TO PROVIDE FOR WASTEWATER DISPOSAL, DISCHARGE LIMITS AND PROHIBITIONS, PRETREATMENT REQUIREMENTS, REVENUE, PERMITS AND REPORTING, SAMPLING, MONITORING AND ENFORCEMENT SEWER USE AND PRETREATMENT REGULATION"
19. Consideration of Approval of Releasing Dreyfus Foundation Grants in the Amount of \$5,000 to the Keowee Key Fire Station - Mr. G. N. Hunnicutt, Finance Director

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20. Old Business

21. New Business

22. Adjourn

6:45 pm Administrative Briefing

MEMBERS, OCONEE COUNTY COUNCIL

Ms. M. Fran Burrell, District I Mr. Harrison E. Orr, District II
Mr. Harry R. Hamilton, District III Mr. Roy B. Strickland, District IV
Mr. Alton K. Williams, District V

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, November 7, 1995 at 7:00 pm in Council Chambers with all Council Members except Mr. Orr present. Mr. Cain, County Attorney, was also present.

Members of the press notified (by mail):
Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WBFM Radio, WCCP Radio, WYFF TV, WLOS TV & SC Black Media Group.

Press

Members of the press present: Ashton Hester
- Keowee Courier, Jennifer Barnett - Anderson Independent &
Angelia Davis - Journal/Tribune.

The meeting was called to order by Supervisor
-Chairman Crain who welcomed the guests and media.

**Call to
Order**

The invocation was given by Mr. Hamilton.

Invocation

Mr. Hamilton made a motion, seconded by Mr. Williams, approved 3 - 0 (Mr. Orr absent, Ms. Burrell abstaining) that the minutes of the October 17, 1995 meeting be adopted as printed.

Minutes

Mr. Strickland made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Mr. Orr absent) that Resolution 95-38, "A Resolution Accepting an ARC Grant in the Amount of \$81,643 for Upgrading the Cane Creek Pump Station" be adopted on first and final reading.

Res. 93-38

Mr. Jim Williams, Hospital Attorney, addressed Council regarding Hospice of the Foothills, Inc. merging with Oconee Memorial Hospital. Mr. Strickland made a motion, seconded Mr. Williams, approved 3 - 1 (Ms. Burrell voting against, Mr. Orr absent) that this matter be referred to committee.

Hospice

A Committee Meeting of Council was scheduled Tuesday, November 21, 1995 at 2:00 pm to discuss the matter. Mr. Crain appointed Mr. Orr as Chairman of this committee.

Upon request of Mr. Ernst Hesterberg, Arts & Historical Commission Chairman, Mr. Strickland made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Mr. Orr absent) that the contract between the commission and Bad Creek Band in the amount of \$450 for the band to perform at the Christmas Festival on November 18, 1995 be adopted. (See attached contract)

**Arts
Contracts**

Upon request of Mr. Dewitt Mize, Rural Fire Marshal, Mr. Strickland made a motion, seconded by Ms. Burrell, approved 4 - 0 (Mr. Orr absent) that the request of Picket Post Fire Department for a truck utility bed no longer used by the Road Department be given to Picket Post. **Rural Fire**

Upon recommendation of Mr. Mize and Ms. Marianne Dillard, Purchasing Agent, Ms. Burrell made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Mr. Orr absent) that the bid for physicals for the volunteer firemen be awarded to Oconee Family Practice at a cost of \$87.50 each. (See attached bid sheet) **Firemen Physicals**

Upon recommendation of Mr. Alex James, Parks, Recreation & Tourism Director & Ms. Dillard, Purchasing Agent, Mr. Strickland made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Orr absent) that the RFP's for Engineering the pedestrian bridge at Chau Ram Park be awarded to Cranston, Robertson & Whitehurst, P.C. at a cost of \$10,110. (See attached bid sheet) **PRT**

Upon recommendation of Mr. Ronnie Smith, Assistant Motor Pool Foreman & Ms. Dillard, Mr. Hamilton made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Orr absent) that the bid for steel for relining the beds of Cline trucks for the Rock Crusher be awarded to High Strength who was low bid at \$12,600. (See attached bid sheet) **Motor Pool**

Upon recommendation of Ms. Dillard, Mr. Williams made a motion, seconded by Ms. Burrell, approved 4 - 0 (Mr. Orr absent) that the bid for uniforms for various county departments be awarded to Command Uniforms at a cost of \$9,543.97. This is approximate quantities. (See attached bid sheet) **Uniforms**

Ms. Burrell made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Orr absent) that Resolution 95-25, "A RESOLUTION PROCLAIMING NOVEMBER, 1995 AS HOSPICE MONTH" be adopted on first and final reading. **Res. 95-25**

Mr. Hamilton made a motion, seconded by Mr. Williams, approved 4 - 0 (Mr. Orr absent) that Resolutions 95-26 through 95-37, "RESOLUTIONS OF APPRECIATION TO THE WORLD WAR II COMMEMORATIVE COMMITTEE" be adopted on first and final reading. **Res. 95-26 - 95-37**

Mr. Strickland made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Mr. Orr absent) that Ordinance 95-9, "AN ORDINANCE TO AMEND OCONEE COUNTY ORDINANCE 89-5 TO PROVIDE FOR THE ASSIGNMENT OF CABLE TELEVISION FRANCHISE FROM FRIENDSHIP CABLE OF SOUTH CAROLINA, INC. TO GALAXY TELECOM, L. P. d/b/a GALAXY CABLEVISION" be adopted on third and final reading. **Ord. 95-9**

Upon request of Mr. G. N. Hunnicutt, Finance Director, Ms. Burrell made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mr. Orr absent) that a Dreyfus Foundation Grant in the amount of \$5,000 be released to the Keowee Key Fire Station.

**Dreyfus
Grant**

Mr. Williams made a motion, seconded by Mr. Strickland, approved 4 - 0 (Mr. Orr absent) that the attached request for an additional \$6,000 contingency funds for the purpose of continuing the rental agreement on the wheel loader at the Rock Crusher be adopted.

**Rock
Crusher
(Cont'cy)**

The Personnel & Intergovernmental Committee scheduled a committee meeting November 21, 1995 at 1:00 pm for purpose of discussing the attached request of the Magistrate's Office for additional personnel.

**Personnel
Meet**

The Law Enforcement, Safety, Health, Welfare & Services Committee scheduled a meeting Tuesday, December 5, 1995 at 6:00 pm for the purpose of discussing a request of the PRT Director to make himself and the Park Superintendents Code Enforcement Officers.

LEC Meet

Mr. Cain, County Attorney, informed Council that the Sewer Commission had received a letter that Envirofab had been unable to secure financing through a lending institution for the sludge dryer, therefore, apparently for them to go ahead with the project they will need a down payment. The letter essentially requested that Envirofab be allowed to withdraw from the agreement.

Envirofab

Mr. Williams made a motion, seconded by Ms. Burrell, approved 4 - 0 (Mr. Orr absent) that Council go into executive session for a legal briefing regarding litigation and possible litigation.

**Executive
Session**

When open session resumed, Mr. Strickland made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Mr. Orr absent) that an individual who bought property at the delinquent tax sale be reimbursed \$600 he invested on the property before he was informed the property had been redeemed.

**Open
Session
(Tax Sale)**

Mr. Strickland made a motion, seconded by Mr. Hamilton, approved 4 - 0 (Mr. Orr absent) that the county attorney be given the authority to obtain an easement for sewer to the Material Recovery Facility to include obtaining the easement through eminent domain and also to obtain an appraiser waiving the bid process as per Section C, Subsection 4. "When in the Purchasing Agent's judgement, and with concurrence of County Council, it is to the advantage of the county's interest to do so."

MRF

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Adjourn: 8:30 pm

Adjourn

Norman D. Crain

Norman D. Crain
Supervisor-Chairman
Oconee County Council

United States
Department of
Agriculture

Rural Economic
and Community
Development

Strom Thurmond Federal Bldg.
1835 Assembly Street, Rm 1007
Columbia, South Carolina 29201
(803) 765-5573

October 25, 1995

ROGER CROUCH, JR
648-7246

Norman D. Crain, Chairman 648-3554
Oconee County Council
208 Booker Drive
Walhalla, South Carolina 29691

Dear Mr. Crain:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given your application. This letter is not to be considered as a grant approval or as a representation as to the availability of funds. The docket may be completed on the basis of an Appalachian Regional Commission (ARC) grant administered by the Rural Economic and Community Development (RECD) Service in an amount not to exceed \$81,643.

The proposed project involves upgrade of a sewer pump station to include new pumps, motors, and controls and a new wetwell. Any change in the project cost, source of funds, scope of services, or any other significant changes in the project or applicant must be reported to and approved by RECD by written amendment to this letter. Any changes not approved by RECD shall be cause for discontinuing processing of the application. The proposed funding for this project is set forth on the attached copy of Form FmHA 1942-14, "Association Project Fund Analysis."

Oconee County is required to identify and report to RECD any known relationship or association with an RECD employee.

Please execute and return to RECD the following completed items if you desire that further consideration be given to your application: Forms FmHA 1942-46, "Letter of Intent to Meet Conditions;" 400-1, "Equal Opportunity Agreement;" 400-4, "Assurance Agreement;" and 1940-1, "Request for Obligation of Funds," with attachment; and AD-1049, "Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I - for Grants Other Than Individuals."

If the conditions set forth in this letter are not met within 180 days from the date hereof, RECD reserves the right to discontinue the processing of the application.

The conditions are as outlined below:

- A. **Organization:** Consideration for this grant is based on Oconee County being an eligible applicant with authority to carry out the purposes of this grant.
- B. **Maximum Amount of Grant To Be Considered:** \$81,643
- C. **Responsibilities of the Applicant:** Attached is a copy of Form FmHA 1942-31, "Association Water or Sewer System Grant Agreement," for your review. You will be required to execute a completed form at the time of grant closing.
- D. **Applicant's Contribution:** Oconee County will contribute \$81,657 to the project. All of these funds must be available at the outset of construction. Oconee County's contribution must be used prior to any RECD administered funds. RECD will administer the applicant contribution and the ARC funds.
- E. **Special Requirements:**
 1. All documents requiring the signature of the officials will be executed by you as Chairman, attested by the Clerk, and the impression of Oconee County's seal affixed thereon.
 2. Furnish a certified list of the governing body, their terms of office, and samples of their signatures.
 3. Oconee County must adopt a grant resolution agreeing to the responsibilities and requirements of this Letter of Conditions, and authorizing the execution of forms related to the grant application.
 4. Oconee County represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for this assistance.
 5. Unless the requirements of the Letter of Conditions have already been satisfied, RECD will contact Oconee County's officials during the fourth month after the date of Form FmHA 1942-46, "Letter of Intent to Meet Conditions," to determine the progress that has been made in complying with the "Letter of Conditions" and to establish goals and a timetable for completing work on the conditions that have not yet been satisfied.
 6. Prior to the beginning of construction, it will be necessary that our RECD District Office conduct a compliance review.

Your office's full cooperation will be necessary in accomplishing this review. During the review, the representative of the RECD District Office will complete and execute Form FmHA 400-8, "Compliance Review." The review is done to determine compliance with Title VI of the Civil Rights Act of 1964. The nondiscrimination poster, "And Justice For All," is to be displayed at your office and facilities.

7. The facility must be constructed to comply with the Americans with Disabilities Act, Public Law 101-336. This law, among other things, prohibits discrimination on the basis of disability by private entities in places of public accommodation and requires that all new places of public accommodation and commercial facilities be designed and constructed so as to be readily accessible to and usable by persons with disabilities.
8. Form AD-1047, "Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions," must be executed by the Chairman. If the Chairman is unable to certify to any of the statements in this certification, Oconee County must attach an explanation to this proposal.

Oconee County agrees by executing this form, it will not knowingly enter into any transactions with persons debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project unless authorized by RECD. Oconee County further agrees by executing this form that it will include Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," a copy of which is attached, without modification, in all transactions in this project. Oconee County will obtain and maintain in its files an executed copy of Form AD-1048 for each participant providing services for this project in excess of \$25,000.

9. Form AD-1049, "Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I-for Grantees Other Than Individuals," must be executed by the Chairman. By execution of this form, Oconee County is agreeing to establish and maintain a drug-free workplace with its employees.
10. You are required to cease work and notify the South Carolina Department of Archives and History immediately in the event that any archaeological remains are encountered prior to and/or during the course of this project.
11. "Certification for Contracts, Grants, and Loans," Exhibit A-1 of FmHA Instruction 1940-Q, is to be executed by the Chairman. This is Oconee County's certification that they will comply with Section 319 of Public Law 101-121, which prohibits applicants and recipients of Federal contracts,

grants, and loans from using appropriated Federal funds for lobbying the Federal Government in connection with a specific award. In addition, contractors and subcontractors that bid on contracts exceeding \$100,000 must submit an executed copy of the Certification.

Also, the expenditure of other than appropriated Federal funds for lobbying activities must be disclosed by completion and submission of Form SF-LLL, "Disclosure of Lobbying Activities."

Failure to file the required certification or disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. If a groundbreaking or dedication ceremony is to be held in connection with this project, your cooperation in notifying this office at least two weeks in advance of setting the date for the occasion will be appreciated.

F. Legal Services:

1. Obtain a legal services agreement with your attorney for this project.
2. Satisfaction of paragraph A. of this letter.
3. The title to any real estate property upon which the grant funds will be used must be vested in the name of Oconee County. A title search shall be made by your attorney to determine that Oconee County will have fee simple title to this property. Any easements, releases, right-of-ways, etc., should be obtained in the name of Oconee County. The title opinion is to be recorded on Form FmHA 1927-10.
4. Evidence of adequate, continuous, and valid rights-of-way must be provided this office as follows:
 - a. Form FmHA 442-21, "Right-of Way Certificate," with two copies of the right-of-way map attached.
 - b. Form FmHA 442-22, "Opinion of Counsel Relative to Rights-of-Way."
 - c. A right-of-way map showing the location of all structures, pipelines, ditches, etc. The map should show that rights-of-way are continuous with no gaps, and any rights-of-way acquired by use or adverse possession will be shown by some distinctive color. This map will be prepared by your engineer and will bear both the signatures of the Chairman and the engineer.

G. Engineering Services:

1. Obtain a contract with your engineer for providing engineering services for this project. Form FmHA 1942-19, "Agreement for Engineering Services," and Attachment I(S.C.) (Revised 10-1-85) should be used. The engineer must be licensed in the State of South Carolina. This agreement is subject to the approval of RECD.
2. RECD must be furnished a letter from an engineer of the State Highway Department and/or County officials implying cooperation with respect to rights-of-way needed for this project.
3. The consulting engineer will provide documentation from the South Carolina Highway Department indicating that the Department does not anticipate any construction in this area which would affect this system in the foreseeable future and also obtain a permit for construction on the necessary highway rights-of-way.
4. Full-time resident inspection is required for this project. This is to be provided by Oconee County's consulting engineer. Prior to the preconstruction conference, a resume of qualifications of the resident inspector will be submitted to RECD for review and approval. The resident inspector must also attend the preconstruction conference.
5. The engineer is to furnish a set of as-built construction plans as a part of the final inspection conducted by RECD.
6. All construction and engineering bills bearing the approval of the engineer and an official of Oconee County are to be submitted to RECD.

H. Fund Disbursement:

Funds will be requested by Oconee County in writing. Form FmHA 440-11, "Estimate of Funds Needed for 30 Day Period Commencing _____," may be used for making this request. Funds are to be deposited in Oconee County's construction account and Partial Payment Estimates and invoices paid by Oconee County from this account, after prior approval by RECD. Funds required by RECD to be deposited in the construction account are considered project funds and are to be used only for authorized purposes. A pledge of collateral should be obtained for any funds in the account in excess of \$100,000. A pledge of collateral is required for any funds in the account in excess of \$100,000 when any grant funds are involved. Any funds remaining in this account after payment of all RECD approved project costs are to be handled as unused funds. If necessary, and approved by the RECD Rural Utilities & Community Facilities Program Director,

the grant funds may be disbursed through a supervised bank account selected by Oconee County. This bank will pledge collateral security to be maintained at a level equal to the greatest amount on deposit at any one time, less \$100,000.

I. Construction Contract Documents and Bidding Conditions:

1. Prior to the required formal advertisement for bids, final plans and specifications shall be approved by the South Carolina Department of Health and Environmental Control (DHEC) and RECD, as well as the approval of bid documents by RECD. The dates for advertising and opening of bids should be approved by RECD. Two copies of the plans and specifications will be submitted to RECD for review and approval accompanied by the letter of approval from DHEC. Form AD-1048 is to be included in the bid documents. Also, for all contracts exceeding \$100,000, an executed copy of "Certification For Contracts and Loans," Exhibit A-1 of FmHA Instruction 1940-Q, is to be included. Three copies of the final plans and specifications are to be presented to RECD no later than the date of the preconstruction conference. The final plans are to bear the written approval of the Chairman, Oconee County's consulting engineer, and the RECD engineer.
2. All development will be completed by contract method. Contracts are to be approved by the RECD Rural Utilities & Community Facilities Program Director, or his designee, or the RECD Engineer, Oconee County's officials, the contractor and Oconee County's attorney. RECD General Conditions and Supplemental General Conditions are to be included as an integral part of the contract documents. An executed copy of Form AD-1048 is to be included in the contract. Following execution of the contract, change in plans and specifications must be accomplished by use of contract change orders. RECD's approval of change orders is required but cannot be given until additional funds needed for change orders are available. RECD forms should be used for all items related to construction and engineering.
3. Positive efforts shall be made by Oconee County to utilize small business and minority owned business sources. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed utilizing grant funds. When contracts are submitted to RECD for approval as required in I.2., Oconee County shall provide a written statement or other evidence of the steps taken to comply with this requirement.
4. All contracts in excess of \$10,000 shall include provisions for compliance with Executive Order No. 11246, as amended entitled, "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations 41 CFR Part 60. In addition and without

reference to the number of employees, each contractor shall be required not to discriminate on the basis of race, color, religion, national origin, and sex. Contractors will submit to the appropriate agency Form CC 257, "Monthly Employment Utilization Report," on a monthly basis through completion of the contract. The contractor will execute Form FmHA 400-6, "Compliance Statement."

5. All contracts for construction shall include a provision for compliance with the Copeland "Anti-Kick Back" Act as supplemented in Department of Labor Regulations.
6. When the contract exceeds \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency regulations.
7. Contractor shall furnish performance and payment bonds in the full amount of each contract. These bonds must be accompanied by a power of attorney from the bonding company authorizing the signature on the bonds and certificate of insurance. If the holder of the power of attorney is not a resident of South Carolina, the bonds must be co-signed by a resident agent. The United States, acting through RECD will be named as co-obligee in these bonds.
8. Prior to construction, a preconstruction conference will be conducted with the following in attendance: The RECD Rural Utilities & Community Facilities Program Director's designees, Oconee County's engineer and attorney, the Chairman or his designee, and the contractor(s). If applicable, subcontractors should also be in attendance.
9. The general contractor will erect a sign at the job site(s) identifying and indicating that the RECD is participating in the development of this project. This sign will be prepared in accordance with the attached format for community programs projects.
10. At the preconstruction conference the RECD District Loan Specialist will deliver to each contractor Form FmHA 400-3, "Notice to Contractor and Applicants," with an attached Equal Employment Opportunity poster. The first inspection report prepared by the RECD District Office should document whether the poster has been properly displayed on the job site.

J. Reports and Audits:

1. Reports: Forms SF-269, "Financial Status Report," and a Project Performance Activity Report will be required on a quarterly basis (due 15 working days after end of quarter). A final Project Performance Report will be required with the

last SF-269. The final report may serve as the last quarterly report. You are to constantly monitor performance to ensure that time schedules are being met, projected work by time periods is being accomplished, and other performance objectives are being achieved.

The project performance reports shall include, but not be limited to, the following:

- a. A comparison of actual accomplishments to the objectives established for that period;
 - b. Reasons why established objectives were not met;
 - c. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular project work elements during established time periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation; and
 - d. Objectives and timetable established for the next reporting period.
2. Audit Requirements: An audit is required for the year(s) in which the grant funds are received. Audits are to be performed in accordance with generally accepted government auditing standards (GAGAS), using the publication, "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions," developed by the Comptroller General of the United States in 1981, and any subsequent revisions. Audits are to be conducted by independent certified public accountants or by independent licensed public accountants on or before December 31, 1970, who are certified or licensed by a regulatory authority of the State of South Carolina.
- a. In accordance with the Single Audit Act of 1984, Oconee County is to be audited in accordance with Office of Management and Budget (OMB) Circular A-128 in years it receives \$100,000 or more in Federal funds. The OMB will assign a cognizant Federal agency to oversee the implementation of this circular. If an agency is not assigned, Oconee County will be under the general oversight of the Federal agency that provided the most funds. Two copies of the audit report required by this circular must be completed and submitted no later than thirteen months after the end of Oconee County's fiscal year.
 - b. If Oconee County is not subject to Circular A-128, the required audit will be in accordance with GAGAS and RECD requirements. These audits are to be completed with two

copies of the report submitted to the RECD District Office no later than 150 days following the end of Oconee County's fiscal year. An audit performed in accordance with RECD audit requirements must meet GAGAS and the audit requirements detailed in the attached book, "U.S. Department of Agriculture Audit Program".

The necessary forms referred to in this letter are to be supplied by RECD.

You will have the full cooperation of this Agency and if we can be any further assistance to you, please let us know.

Sincerely,

ELWOOD L. GERALD
Rural Utilities & Community Facilities
Program Director

Attachments

ASSOCIATION PROJECT FUND ANALYSIS

CASE NUMBER			TYPE OF LOAN AND/OR GRANT:				FINANCE USE ONLY		
ST 46	CO 37	BORROWER NO. 0576000391	<input type="checkbox"/> 1 - Domestic Water System	<input type="checkbox"/> 5 - Cooperatives			LN	CR	FY
Source of Funds: <input type="checkbox"/> 1 - Insured <input checked="" type="checkbox"/> 2 - Direct			<input type="checkbox"/> 2 - Waste Disposal Systems	<input type="checkbox"/> 6 - Indian Tribes or Tribal Corporations			MA	DP	
Type of Submission: <input checked="" type="checkbox"/> 1 - Initial <input type="checkbox"/> 2 - Subsequent			___ A Sewage Collection	<input type="checkbox"/> 7 - RC&D			Land Shifted:		
Type of Assistance: <input type="checkbox"/> 1 - Loan <input checked="" type="checkbox"/> 2 - Grant <input type="checkbox"/> 3 - Loan & Grant			___ B Sewage Treatment	<input type="checkbox"/> 8 - Water shed (PL-566)			_____ Acres in Project		
Type of Organization: <input checked="" type="checkbox"/> 1 - PBTE <input type="checkbox"/> 2 - Non-TE			___ C Solid Waste Disposal	<input type="checkbox"/> 9 - Flood Prevention (PL-534)			Recreational Visitor Day Capacity		
Date of Application: 10/18/95			___ D Storm Drainage	<input type="checkbox"/> 10 - Community Facilities			_____ Annual		
Date Loan and/or Grant Approved:			<input type="checkbox"/> 3 - Recreation	<input checked="" type="checkbox"/> 11 - Grants (PL-92-419) ARC			Number of users directly benefiting from action:		
			<input type="checkbox"/> 4 - Grazing	<input type="checkbox"/> 12 - B&I (Insured)			Residential 550 Other 50		

NAME OF APPLICANT: Oconee County	ADDRESS: 208 Booker Drive, Walhalla, S.C. 29691	NAME OF COUNTY: Oconee
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ITEM	FUND ANALYSIS - (ALL AMOUNTS IN HUNDREDS OF DOLLARS)				TOTALS
	CASH CONTRIBUTION	OTHER	FmHA GRANT	FmHA LOAN	
1. Development	100	59,100	66,600		\$125,800
2. Land and Rights					
3. Legal Services		5,000			\$5,000
4. Architectural Eng. and Planning Service		17,500			\$17,500
5. Interest					
6. Equipment					
7. Contingencies			15,000		\$15,000
8. Refinancing					
9. Initial O & M					
10. Initial Reserve					
11. TOTAL	\$100	\$81,600	\$81,600		\$163,300

Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The regulations were published as Part II of the January 31, 1989 Federal Register (pages 4947-4952). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Alternative I

(A) The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

8. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, county, State, zip code)

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance was placed when the agency determined to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

PROJECT SIGN FOR RURAL ECONOMIC AND COMMUNITY DEVELOPMENT PROJECTS:

INSERT GREEN LOGO →

PROJECT TITLE

SPONSOR / DEVELOPER

OFFICIAL(S) OR SPONSOR ADDRESS

ARCHITECT or ENGINEER

CONTRACTOR

Financed by:



**Rural Economic and Community Development /RUS
United States Department of Agriculture**

FEDERAL LAW PROHIBITS DISCRIMINATION BECAUSE OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, AGE, MARITAL STATUS, AND PHYSICAL/MENTAL HANDICAP

**Bill Clinton, President of the United States
Dan Glickman, Secretary of Agriculture**

BLACK LETTERING ON WHITE BACKGROUND

SIGN DIMENSIONS: 1200 x 2400 x 19mm (4' x 8' x 3/4") EXTERIOR PLYWOOD (A-B GRADE)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

ASSOCIATION WATER OR SEWER SYSTEM GRANT AGREEMENT

THIS AGREEMENT dated _____, 19 ____, between

_____ a public corporation organized and operating under _____

(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Farmers Home Administration, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (sewer) system to serve the area under its jurisdiction at an estimated cost of \$ _____ and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ _____ of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ _____ has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ _____ or _____ percent of said development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of the grant.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306 (a) of the Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed _____ percent of the development costs, as defined by applicable Farmers Home Administration instructions.

GRANTEE AGREES THAT GRANTEE WILL:

- A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.
- B. Permit periodic inspection of the construction by a representative of Grantor during construction.
- C. Comply with any measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- D. Comply with all applicable state and federal laws and regulations and manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.
- E. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges,

whether for one or more classes of service, adopted by resolution date _____, 19 ____, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, Room 464-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0575-0074), Washington, D.C. 20503.

2. Disposition of nonexpendable property. When the Grantee no longer needs the property as provided in paragraph (a) above, the property may be used for other activities in accordance with the following standards:

(a) Nonexpendable property with a unit acquisition cost of less than \$1,000. The Grantee may use the property for other activities without reimbursement to the Federal Government or sell the property and retain the proceeds.

(b) Nonexpendable personal property with a unit acquisition cost of \$1,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value of the property. If the Grantee has no need for the property and the property has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the property can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the property exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee request and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the property and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share \$100 or ten percent of the proceeds, whichever is greater, for the Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the property elsewhere the Grantee shall be reimbursed by the benefitting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the property, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the property, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for nonexpendable personal property shall also include:

(a) Property records which accurately provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; percentage (at the end of budget year) of Federal participation in the cost of the project for which the property was acquired; location, use and condition of the property and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization, and continued need for the property.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of nonexpendable property shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the property in good condition.

(e) Proper sales procedures shall be established for unneeded property which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described nonexpendable property (use continuation sheets as necessary).

N. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.

2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

4. Accounting records supported by source documentation.

O. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm copies may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

P. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

Q. Provide an audit report prepared in sufficient detail to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

F. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

G. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

H. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

I. To execute Forms FmHA 400-1, "Equal Opportunity Agreement," and FmHA 400-4, "Assurance Agreement," and any other agreements required by Grantor which Grantee is legally authorized to execute. If any such forms have been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this Grant, another form of the same type need not be executed in connection with this Grant.

J. Upon any default under its representations or agreements set forth in this instrument, or in the instruments incident to the awarding of the grant, Grantee, at the option and demand of Grantor, to the extent legally permissible, will repay to grantor forthwith the original amount of the grant received with the interest accruing thereon from the date of default at the market rate for water and waste disposal loan assistance in effect on the date hereof or at the time the default occurred, whichever is greater. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it of previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

K. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

L. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantor may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency and pay the Federal Government an amount computed by applying the Federal percentage of participation in the cost of the original project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sale proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

The Grant Agreement covers the following described real property (use continuation sheets as necessary).

M. Abide by the following conditions pertaining to nonexpendable personal property which is furnished by the Grantor or acquired wholly or in part with grant funds. Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit. A Grantee may use its own definition of nonexpendable personal property provided such definition would at least include all tangible personal property as defined above.

1. Use of nonexpendable property.

(a) The Grantee shall use the property in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the property in connection with its other Federally sponsored activities, if any, in the following order of priority:

(1) Activities sponsored by FmHA.

(2) Activities sponsored by other Federal agencies.

(b) During the time that nonexpendable personal property is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to FmHA sponsored projects. Second preference will be given to other Federally sponsored projects.

OCONEE COUNTY COUNCIL

RESOLUTION NO. 95-24

BY OCONEE COUNTY COUNCIL in Council duly assembled this date, with a quorum present and voting.

BE IT RESOLVED that after due consideration and in the best interests of the citizens of Oconee County, the attached Amendment to the **ARTICLES OF INCORPORATION** and the attached Amendment to the **BYLAWS** of **OCONEE MEMORIAL HOSPITAL, INC.**, are hereby approved and ratified.

DONE AND ADOPTED in Council duly assembled this seventh day of November, A.D. 1995.

Norman D. Crain
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

**PLAN OF MERGER
OF
HOSPICE OF THE FOOTHILLS, INC.
INTO
OCONEE MEMORIAL HOSPITAL, INCORPORATED**

This Plan of Merger is made this 23rd day of October, 1995, by and between Hospice of the Foothills, Inc., a South Carolina nonprofit corporation ("Hospice"), and Oconee Memorial Hospital, Incorporated, a South Carolina nonprofit corporation ("OMH").

WHEREAS, Hospice and OMH are South Carolina nonprofit corporations and both recognized as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, Hospice and OMH operate as a public benefit corporations as defined in Section 33-31-1706 of the South Carolina Nonprofit Corporation Act of 1994, as amended, (the "Act"); and

WHEREAS, Hospice has no members and OMH has members, but such members are not entitled to vote in this matter, all corporate authority being vested in the respective Boards of Directors of Hospice and OMH; and

WHEREAS, the parties hereto have determined that it would be advisable for Hospice to merge with and into OMH pursuant to Section 33-31-1101 et. seq. of the Act, and that OMH shall be the surviving corporation.

NOW THEREFORE, the parties to this Plan of Merger, by and between their respective Boards of Directors, in consideration of the mutual covenants, agreements, and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and of carrying the same into effect as follows:

1. On the effective date hereof, Hospice shall merge with OMH, with OMH being the surviving corporation, and the separate corporate existence of Hospice shall cease.
2. OMH shall, by virtue of the merger, and in accordance with the Act, possess all of the liabilities and obligations of Hospice, and title to all real estate and other property of Hospice shall be vested in OMH without reversion or impairment and shall be subject to any and all conditions to which such property was subject before the merger.
3. Hospice hereby represents and warrants as follows, the truth and accuracy of such representations and warranties being a condition precedent to consummation of the merger:

(a) Hospice is a nonprofit corporation duly organized, validly existing and in good standing under the laws of South Carolina, with full power and authority to own or hold under lease its respective properties and assets and to carry on its exempt purpose as presently conducted. Hospice possesses all required licenses, permits, registrations, certificates and accreditations necessary to allow it to lawfully conduct its exempt purpose.

(b) Hospice has good and marketable title to its assets, free and clear of any mortgages, liens, pledges, licenses, charges, encumbrances or other third party interests of any nature whatsoever, except as disclosed in writing to OMH.

(c) There are no pending or threatened judicial, arbitration, or administrative actions or other legal proceedings that relate to Hospice or to the conduct of its exempt purpose, which if adversely determined would have a material adverse effect on the surviving corporation.

(d) Hospice is not in violation in any material respect of any law or order of any court or federal, state, municipal or other governmental department or agency nor has it received any notice of noncompliance. No notice from any authority in respect to the suspension, revocation or termination of any permit, license, certificate, certificate of need, accreditation or participation has been issued or given, nor is it aware of the proposed or threatened issuance of any such notice.

(e) Hospice has filed all federal, state, county and local income, excise, property, and other tax returns which are required to be filed up to and including the date hereof, and has paid all taxes, if any, which have become due.

4. Following the merger, Hospice shall be operated as a division of OMH under the name "Hospice of the Foothills", and as a division, will be controlled by the Board of Directors of OMH. However, on the effective date hereof, the Board of Directors of OMH shall create and maintain a Hospice Advisory Board which shall advise the Board of Directors of OMH with regard to the operation of the Hospice division. The By-laws of OMH in effect immediately prior to the effective date shall be amended to provide for the Hospice Advisory Board and to provide that if, at any time, OMH should dissolve or no longer be an organization described in Section 501(c)(3) of the Code, the assets and liabilities of the Hospice division will be transferred to an entity described in Sections 501(c)(3) and 170(c)(2) of the Code as the Hospice Advisory Board shall direct. The amendment to the OMH Bylaws is attached hereto as Exhibit A.
5. The initial Hospice Advisory Board shall be comprised of those persons serving on the Hospice Board of Directors immediately prior to the effective date, and shall serve until their respective successors are duly elected or qualified.
6. The Directors and Officers of OMH immediately prior to the effective date shall be the Directors and Officers of the surviving corporation until their respective successors are duly elected or qualified.

- 7. The Articles of Incorporation of OMH in effect immediately prior to the effective date shall be amended to include the provisions attached hereto as Exhibit B.
- 8. The registered office of the surviving corporation is located at 298 Memorial Drive, Seneca, South Carolina 29672.
- 9. The registered agent of the surviving corporation whose office is located at the at registered office is Mr. William H. Hudson.
- 10. This merger shall become effective on the date on which the filing of the Articles of Merger is made with the Office of the South Carolina Secretary of State.
- 11. Following the merger, each of the parties hereto will take such further actions and execute and deliver such additional documents and instruments as may be reasonably requested by any other party in order to perfect and complete the transactions specifically contemplated herein.

IN WITNESS WHEREOF, the parties to this Plan of Merger, pursuant to the approval and authority duly given by properly adopted corporate resolutions, have caused this Plan of Merger to be executed on their behalf by their duly authorized representatives.

HOSPICE OF THE FOOTHILLS, INC.
(Hospice)

By: *William H. Hudson*
 Print Name: William H. Hudson
 Its: President

Attest: *Arlene B. Privette*
 Print Name: ARLENE B. PRIVETTE
 Its: Secretary

OCONEE MEMORIAL HOSPITAL, INCORPORATED
(OMH)

By: *W. H. Hudson*
 Print Name: W. H. Hudson
 Its: President

Attest: *Luzanne M. Griffith*
 Print Name: LUZANNE M. GRIFFITH
 Its: Secretary

**RESOLUTIONS ADOPTED BY THE DIRECTORS OF
OCONEE MEMORIAL HOSPITAL INCORPORATED**

THE UNDERSIGNED, being the Secretary of the Board of Directors of Oconee Memorial Hospital, Incorporated (the "Hospital"), hereby certifies that the following resolutions were adopted by a majority of the Board of Directors of the Hospital (the "Board") at a meeting duly held on October 23, 1995 at which a quorum was present.

WHEREAS, the Hospital operates as a public benefit corporation as defined in Section 33-31-1706 of the South Carolina Nonprofit Act of 1994, as amended (the "Act"); and

WHEREAS, the Hospice of the Foothills, Inc. ("Hospice"), also operates as a public benefit corporation as defined by the Act; and

WHEREAS, the Board has determined that it would be in its best interests of the Hospital for Hospice to merge with and into the Hospital pursuant to Section 33-31-1101 et seq. of the Act, resulting in the Hospital being surviving corporation and Hospice being operated as a division of the Hospital; and

WHEREAS, as a condition of the merger described herein, the Hospital will amend its Bylaws to create an advisory board to govern the new division of the Hospital created by the merger and to set forth the size, duties, powers, and management of such advisory board; and

WHEREAS, pursuant to the recent enactment of the Act, the Hospital is required to list with the Secretary of State its registered agent and registered office; and

WHEREAS, the Hospital desires amend its Articles of Incorporation to include provisions required by the Act and by the Internal Revenue Code for organizations exempt from federal income taxation, and desires to reflect such amendments to its Articles of Incorporation in its Plan of Merger; and

WHEREAS, although the Hospital has members, all corporate authority to decide on and to act in all matters referenced herein is vested in the Directors of the Hospital pursuant to the Bylaws of the Hospital.

NOW THEREFORE, IT IS HEREBY RESOLVED that the Board does hereby approve and authorize the following:

1. The Board hereby approves and authorizes the merger of Hospice into the Hospital, the Hospital to be the surviving corporation and Hospice to be absorbed as a new division of the Hospital (the "Hospice Division"), such merger to take place in accordance with the Plan of Merger attached hereto as Exhibit A and incorporated by reference, and as made effective by filing Articles of Merger with the South Carolina Secretary of State.

EXHIBIT B

AMENDMENT TO ARTICLES OF INCORPORATION
OF
OCONEE MEMORIAL HOSPITAL, INCORPORATED

Paragraph "Fourth" of the Articles of Incorporation of Oconee Memorial Hospital, Incorporated dated July 6, 1937, amended February 13, 1948 and September 6, 1984, shall be amended to read as follows:

FOURTH

The Corporation shall be a public benefit corporation.

The Corporation shall have members whose sole function shall be to elect the Board of Directors pursuant to the procedures contained in the Bylaws.

The purpose of the Corporation shall be to operate a hospital and to participate in an integrated health care delivery system, to promote the health and wellness of the communities served by the Corporation, and to do all things necessary or convenient, and not inconsistent with law, to further these purposes. The purpose of the Corporation is exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

No part of the net earnings, gains or assets of the Corporation shall inure to the benefit of, or be distributed to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth above. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, and the Corporation shall not otherwise attempt to influence legislation. The Corporation shall not participate in, or intervene in, any political campaign on behalf of or in opposition to any candidate for public office. The Corporation shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code, or (b) by a organization, contributions to which are deductible under Section 170(c)(2), 2055(a)(2), or 2522(a)(2) of the Code.

In the event of dissolution or final liquidation of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all the lawful debts and liabilities of the Corporation, distribute all the assets of the Corporation to one or more organizations each of which shall then qualify as an organization exempt from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code, or as a governmental unit under Section 170(c) of the Code.

2. The Board hereby approves and authorizes the amendment of its Bylaws as set forth in the attachment to the Plan of Merger, creating an advisory board independent of the Board of Directors which advisory board shall advise the Board of Directors of the Hospital with regard to the operation of the Hospice Division (the "Hospice Advisory Board"). The Bylaws shall also set forth the size, duties, powers and management of the Hospice Advisory Board and shall provide that, if at any time, the Hospital shall no longer qualify as a 501(c)(3) corporation under the Act, the assets and liabilities of the Hospice Division shall be transferred to an entity which falls within the descriptions set forth in sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code, such entity to be selected solely at the discretion of the Hospice Advisory Board.

3. The Board hereby approves and authorizes the filing of the "Notice by Existing Corporation" form as required by the Act to list its registered office as 298 Memorial Drive, Seneca, South Carolina 29672, and its registered agent at such registered office as Mr. William H. Hudson. The Board also approves and authorizes the amendment of its Articles of Incorporation as set forth in the attachment to the Plan of Merger.

4. The Board hereby authorizes and empowers the duly appointed Officers of the Hospital to execute the Plan of Merger and Articles of Merger approved herein as well as any and all other documents as in such officers' judgment shall be necessary or advisable in order to effectuate the intent and purposes of the foregoing resolutions, and any or all of the transactions contemplated therein.

IN WITNESS WHEREOF, I have hereunto subscribed my name to these resolutions this 23 day of October 1995.


Secretary

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF MERGER OF HOSPICE OF THE FOOTHILLS, INC.
INTO OCONEE MEMORIAL HOSPITAL, INCORPORATED

Pursuant to §33-31-1104 of the South Carolina Nonprofit Corporation Act, as amended, (the "Act"), the undersigned as the surviving corporation in a merger hereby submits the following information:

1. The name of the surviving or acquiring corporation is Oconee Memorial Hospital, Incorporated.
2. Attached hereto as Exhibit A and made a part hereof is a copy of the Plan of Merger.
3. With regard to Oconee Memorial Hospital, Incorporated, member approval of the merger was not required and the Plan of Merger was approved by a sufficient vote of the Board of Directors.
4. With regard to Hospice of the Foothills, Inc., the corporation has no members and approval of the merger was approved by a sufficient vote of the Board of Directors.
5. Approval of the Plan of Merger is not required under Section 33-31-1030 of the Act by any person or persons other than the members of the respective Boards of Directors.
6. The effective date of this document shall be the date it is accepted for filing by the South Carolina Secretary of State.

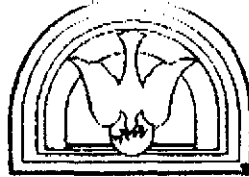
DATE: 10/23/95

OCONEE MEMORIAL HOSPITAL, INCORPORATED

By: 

W. H. Hudson, President

(Type or Print Name and Office)

**HOSPICE OF THE FOOTHILLS, INC.**

Post Office Box 245
Seneca, South Carolina 29679
(803) 882-8940

RESOLUTION

Pursuant to the meeting of the Oconee Memorial Hospital Board of Directors in accordance with the terms of the by-laws of Hospice of the Foothills and upon the unanimous approval of the Board of Directors of Hospice of the Foothills,

Be it resolved that:

Hospice of the Foothills should merge with Oconee Memorial Hospital in accordance with the terms of merger (agreement attached hereto).

Merger become effective immediately upon the signing of articles of merger by all parties and upon approval by the Secretary of the State of South Carolina.

President and Secretary of Hospice of the Foothills are hereby authorized to execute any and all documents, agreements, contracts, and forms to effectuate the agreements set forth in the document of merger.

*Passed by Board of Directors
Hospice of the Foothills, Inc
William F. Powell, President
October 23, 1995*

OCONEE COUNTY BID TABULATION

BID FOR: Physicals for volunteer firemen

DATE: November 2, 1995

BID NO: 95-13

LOCATION: Walhalla, SC

TIME: 2:30p.m.

BIDDERS	Oconee Family Practice	Foothills Family Medicine			
History & Physical	25.00	63.00			
White blood cell count, hemoglobin, HGB or HCT	10.00	127.00			
Urinalysis	3.00	12.00			
Chest X-ray, P.A.	27.50	90.00			
Spirometer	22.00	60.00			
TOTAL FOR ONE PHYSICAL	87.50	275.00			

ATTENDING OPENING: Jenny Peay, Ann Albertson, Lee Davis, Jack Hirst

(Use this number on envelopes and all related correspondence)

BID FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

The OCONEE FAMILY PRACTICE, P.A.

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) numbered four pages and attached hereto for Physicals For Volunteer Fireman

1. History and physical	\$ <u>25.00</u>
2. White blood cell count, hemoglobin, and/or HGB or HCT	\$ <u>10.00</u>
3. Urinalysis (dipstick)	\$ <u>3.00</u>
4. Chest X-Ray, P. A.	\$ <u>27.50</u>
5. Spirometer, administered by certified technician	\$ <u>22.00</u>
TOTAL for One Physical	\$ <u>87.50</u>

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 10/23/95

BIDDING ORGANIZATION OCONEE FAMILY PRACTICE, P.A.

ADDRESS: P.O. BOX 301 MEMORIAL DRIVE SUITE G

CITY, STATE, ZIP CODE SENECA SC 29672

SIGNATURE OF BIDDERS REPRESENTATIVE: *DM Richardson*

TITLE: PRESIDENT

DATE: 10/23/95

TELEPHONE: 882-7225

(Use this number on envelopes and all related correspondence)

BID FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

The Foothills Family Medicine of Westminster, P.A.
submits herewith our Bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) numbered four pages
and attached hereto for Physicals For Volunteer Fireman

1. History and physical	\$ <u>63.00</u>	} Our Bid is \$ 275. ⁰⁰ each
2. White blood cell count, hemoglobin, and/or HGB or HCT + SMA 24 + Lipid + CBC	\$ <u>127.00</u>	
3. Urinalysis (dipstick)	\$ <u>12.00</u>	
4. Chest X-Ray, P. A. + EKG	\$ <u>90.00</u>	
5. Spirometer, administered by certified technician	\$ <u>60.00</u>	
TOTAL for One Physical	\$ <u>352.00</u>	

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: _____

BIDDING ORGANIZATION Foothills Family Medicine of Westminster P.A.

ADDRESS: P.O. BOX 111 West Main Street

CITY, STATE, ZIP CODE Westminster SC 29693

SIGNATURE OF BIDDERS REPRESENTATIVE: Joyce Mowen

TITLE: Accts. Receivable Mgr.

DATE: 10/27/95

TELEPHONE: 647-1820



FOOTHILLS
FAMILY
MEDICINE
of WESTMINSTER, P.A.

Billy Campbell, M.D.

October 27, 1995

To Whom It May Concern:

RE: BID FOR PHYSICALS FOR VOLUNTEER FIREMEN - 95-13

Normally, we would charge \$352.00 for the physicals that you have requested. OUR BID FOR EACH PHYSICAL IS \$275.00. This includes the exam, lab work, EKG, x-ray, and the breathing test.

Sincerely,

Billy Campbell, M.D.

jcm

OCONEE COUNTY BID TABULATION

BID FOR: Surveillance system for patrol car DATE: 10/12/95

BID NO: 95-08 LOCATION: Walhalla, SC TIME: 2:00p.m.

BIDDERS	Kustom Signals, Inc.	MVS, Inc. d/b/a CMI/MPH	W.H. Platts Co.		
Surveillance system	11,070.00	5,400.00	/ no bid		
SC sales tax	553.50	270.00			
TOTAL	11,623.50	5,670.00			

ATTENDING OPENING: Jenny Peay, Ann Albertson, Lee Davis, Donnie Fricks

BID NO. 95-08

(Use this number on envelopes and all related correspondence)

BID FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

The Kustom Signals, Inc.
submits herewith our Bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) numbered 2
and attached hereto for surveillance system for patrol car

Base Bid	\$ <u>11,070.00</u>
S. C. Sales Tax	<u>553.50</u>
TOTAL	\$ <u>11,623.50</u>

BASE BID COST REDUCTION OPTIONS:

- 1) Deduct for Vault-Type Locker Recorder Enclosure \$(1050.00)
- 2) Deduct for Control Head Control Center \$ (360.00)

Deduction option prices are valid only at time of initial system purchase.

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 45 to 75 Days ARO

BIDDING ORGANIZATION Kustom Signals, Inc.

ADDRESS: P.O. BOX 9325 Pflumm

CITY, STATE, ZIP CODE Lenexa, Kansas 66215-3347

SIGNATURE OF BIDDERS REPRESENTATIVE: Len Zody 

TITLE: Bids & Proposals Specialist

DATE: 10/10/95

TELEPHONE: 800/458-7866

BID NO. 95-08

(Use this number on envelopes
and all related correspondence)

BID FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

The _____
submits herewith our Bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) numbered 2
and attached hereto for surveillance system for patrol car

Base Bid	\$ <u>5,400.00</u>
S. C. Sales Tax	<u>270.00</u>
TOTAL	\$ <u>5,670.00</u>

System bid is the DocuCam III (referred to as "SYSTEM THREE" in the
attached specifications).

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental
Form attached hereto.

Delivery Date: 30 days ARO

BIDDING ORGANIZATION MVS, Inc. d.b.a. CMI/MPH

ADDRESS: P.O. BOX 316 East Ninth Street

CITY, STATE, ZIP CODE Owensboro, Kentucky 42303

SIGNATURE OF BIDDERS REPRESENTATIVE:  (Roosevelt Rogers)

TITLE: Product Manager

DATE: 10-10-95

TELEPHONE: 1-800-835-0690

BID SUPPLEMENTAL FORM

OCONEE COUNTY

PURCHASING DEPARTMENT

201 West Main Street

WALHALLA, SOUTH CAROLINA 29691

10-10-95

BID NO. 95-08

Inc. d.b.a. CMI/MPH and the DocuCam III system (SYSTEM THREE) comply with specifications with the exception of the following:

- The controller unit is located in the trunk vault to free up more space in the passenger compartment.
- All of the control features are accessible using the handheld remote unit which is used only inside the vehicle.
- The standard warranty for this system is for a 2 year period.

OCONEE COUNTY PURCHASING DEPARTMENT

Mailing:
208 Booker Drive
Walhalla, S.C. 29691

201 West Main Street
Walhalla, SC 29691

November 6, 1995

Purchasing Agent
Marianne A. Dillard

Norman D. Crain, Chairman and
Oconee County Council Members
208 Booker Drive
Walhalla, South Carolina 29691

RE: RFP's for Engineering Pedestrian Bridge at Chau Ram Park
Evaluation and Recommendation

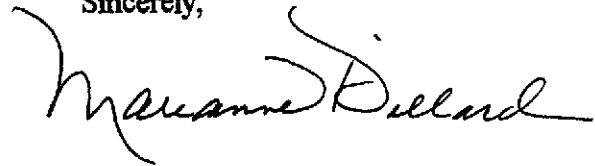
Dear Mr. Crain and Council Members:

On October 26, 1995, we received four proposals on the above mentioned project. Alex James and I evaluated the proposals based on the criteria delineated in the Request for Proposals, which was responsiveness, qualifications, estimated costs, and engineering fees.

Based on our evaluation, it is our recommendation that the firm of Cranston, Robertson, Whitehurst, P. C. be awarded this project. Some of the factors that attributed to our decision were they have two structural engineers on staff that will be assigned to this project, they have done similar projects in Ashville and Augusta, their fees were more in line with what we had anticipated for this project, and they were aware of a possible FEMA guideline we may have to comply with.

We hope our recommendation will meet with your approval.

Sincerely,



Marianne Dillard
Purchasing Agent



Alex James
PRT Director

Telephone
(803)638-4141

Fax
(803)638-4142

Enclosure

OCONEE COUNTY BID TABULATION

BID FOR: Engineering design & construction management of Chau Ram pedestrian bridge DATE: October 26, 1995

BID NO: 95-09 LOCATION: Walhalla, SC TIME: 3:00 p.m.

BIDDERS	Goldie & Assoc.	Cranston, Robertson & Whitehurst	Piedmont Olsen Hensley	Moreland Altobelli & Assoc.	
Design	\$7,200	✓ \$7,550	\$9,465 + 3,320	\$15,000	
Bid	850	1,120	1,620 + 1,400	4,500	
Construction Admin.	1,440	1,440	4,000	6,000	
TOTAL	\$9,490	\$10,110	\$19,805	\$25,500	
Other Expenses	-	-	Travel, copier, faxes, CADD	Allowances: Survey \$1,000 Geotech \$8,000	
Evaluation:					
Responsiveness (30)	20	25	20	25	
Qualifications (30)	20	30	22	30	
Cost (10)	0	10	0	0	
Fees (30)	30	28	12	10	
Total points	70	93	54	65	

ATTENDING OPENING: Jenny Peay, Donna McAlister, Alex James, Max Williams

OCONEE COUNTY BID TABULATION

BID FOR: Rebuilding engine, transmission, torque converter, & linkage in 945B Fiat Allis DATE: October 25, 1995 BID NO: 95-11 LOCATION: Walhalla, SC TIME: 2:00p.m.

	Van Lott, Inc.	Road Machinery	Jasper Engines	Pioneer Mach.	Boggs Tractor	Williams Detroit
Base bid	62,505.93	38,150.00	no bid	47,963.03		
Camshaft	1,602.85	650.00		1,393.78		
Heads	1,681.62 ea	2,528.00		1,681.62 ea		
Timing gear components	1,592.54	1,331.20		1,203.74		
Oil cooler	2,641.00	3,500.00		engine 2,296.45 trans 2,296.45		
Crankshaft	6,354.28	8,300.00		5,525.46		
Other	engine oil pump 1,048.00			turbo 2,863.84		
Option #1	no bid	38,150.00		no bid		
Option #2	no bid	21,500.00		no bid		
TOTAL						
		withdrew bid- see letter				

G OPENING: Jenny Peay, Ann Albertson, Tommy Crumpton, Brent Beverly-Pioneer Machinery, Richard Russell-Van Lott, Bobby Bell-Road Machinery
Lee Davis

BID NO 95-11
 (Use this number on envelopes
 and all related correspondence)

BID FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

The _____
 submits herewith our Bid in response to bid request number shown above, and in compliance with
 the description(s) and/or specifications(s) numbered two pages
 and attached hereto for Rebuilding engine, transmission, torque convertor,
and linkage in 945B Fiat Allis

Base Bid (rebuild) \$ 62,505.93

Additional work if necessary:

Camshaft \$ 1,602.85

Oil Cooler \$ 2,641.00

Heads \$ 1,681.62 each

Crankshaft \$ 6,354.28

Timing gear Components \$ 1,592.54

Other (specify) \$ Engine Oil Pump \$1,048.00

OPTION #1 Rebuilt exchange \$ N/A Availability N/A

OPTION #2 New parts \$ N/A Availability N/A

Bid shall include delivery to location stated on Bid Notice. Delivery Date: Feb. 1, 1996

Show any exception, deviation, extra compunon, or information on Bid Supplemental Form attached hereto.

BIDDING ORGANIZATION Van Lott, Inc.

ADDRESS: P. O. BOX 116 Corporate Drive

CITY, STATE, ZIP CODE Simpsonville, SC 29681

SIGNATURE OF BIDDERS REPRESENTATIVE: William L. Ratten

TITLE: Service Manager

DATE: 10-24-95 TELEPHONE: 803-963-5835



Road Machinery Services, Inc.

P. O. Box 5392 • Northside Drive • Telephone (704) 872-9528
STATESVILLE, NORTH CAROLINA 28687

October 25, 1995

Ms. Jenny Teay
Oconee County Purchasing Department
201 West Main Street
Walhalla, South Carolina 29691

Dear Ms. Teay:

Please be advised that Road Machinery Services, Inc. wishes to withdraw its bid for your bid number 95-11.

An error was made on our part by not including the brake system and center pin repairs in our calculations.

We apologize for any inconvenience that this causes and want to thank you again for your consideration. If you have further needs, please let us know.

Sincerely,

A handwritten signature in black ink that reads "Mark Hiatt". The signature is written in a cursive, slightly slanted style.

Mark Hiatt
Vice President

MH/Ij

BID NO 95-11
(Use this number on envelopes
and all related correspondence)

BID FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

The _____
submits herewith our Bid in response to bid request number shown above, and in compliance with
the description(s) and/or specifications(s) numbered two pages
and attached hereto for Rebuilding engine, transmission, torque convertor,
and linkage in 945B Fiat Allis

Base Bid (rebuild) \$ 47,963.03 *SEE ATTACHED BREAKDOWN

Additional work if necessary:

Camshaft \$ <u>1393.78</u>	Oil Cooler \$ <u>2296.45</u> Engine
Heads \$ <u>1681.62</u> Ea (2)	Oil Cooler \$ <u>2296.45</u> Transmission
Timing gear Components \$ <u>1203.74</u>	Crankshaft \$ <u>5525.46</u>
	Other (specify) \$ <u>2863.84</u> TURBO

OPTION #1 Rebuilt exchange \$ _____ Availability _____

OPTION #2 New parts \$ _____ Availability _____

Bid shall include delivery to location stated on Bid Notice. Delivery Date: 60-90 Days

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

BIDDING ORGANIZATION Pioneer Machinery, Inc.

ADDRESS: P. O. BOX 1098

CITY, STATE, ZIP CODE Piedmont, S.C. 29617

SIGNATURE OF BIDDERS REPRESENTATIVE: John Patton

TITLE: Service Mgr.

DATE: 10/23/95 TELEPHONE: 803-269-7995

BID SUPPLEMENTAL FORM

OCONEE COUNTY

**PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691**

DATE 10/25/95 **BID NO.** 95-11

Hauling, packing area repairs, fuel injection pump repairs and radiator cleaning is included in our engine price.

REBUILD ENGINE:

LABOR (Including Transporting Machine)	\$7240.00
PARTS	\$8887.96
	<u>\$16127.96</u>

REBUILD TRANSMISSION & TORQUE CONVERTER:

LABOR	\$3960.00
PARTS	\$10557.12
	<u>\$14517.12</u>

OVERHAUL BRAKE SYSTEM:

LABOR	\$2640.00
PARTS	\$8508.59
	<u>\$11148.59</u>

HINGE PINS:

LABOR	\$1320.00
PARTS	\$4849.36
	<u>\$6169.36</u>

TOTAL: \$47,963.03

OCONEE COUNTY BID TABULATION

BID FOR: Steel for relining truck beds on Cline trucks DATE: November 2, 1995 BID NO: 95-12 LOCATION: Walhalla, SC TIME: 2:00p.m.

	Astralloy	Tricon Metals	Jeffreys Steel	High Strength	Ideal Steel	Northeast Metals	
8 plates-3/8x24x66" long	200.53 ea	163.83 ea	167.45 ea	115.625 ea	198.00 ea	137.81 ea	
8 plates-3/8x24x63" long	192.14 ea	156.37 ea	159.85 ea	110.625 ea	189.00 ea	121.00 ea	
24 plates-3/8x3x70" long	38.17 ea	22.83 ea	26.45 ea	16.583 ea	27.00 ea	18.69 ea	
12 plates-3/8x6x70" long	63.78 ea	43.42 ea	52.90 ea	31.667 ea	53.00 ea	35.31 ea	
4 plates-3/8x8x70" long	80.49 ea	58.02 ea	70.55 ea	42.00 ea	61.00 ea	46.56 ea	
4 plates-3/8x8x96" long	109.50 ea	79.45 ea	96.75 ea	57.75 ea	96.00 ea	63.63 ea	
4 plates-3/8x28x153" long	525.94 ea	443.22 ea	452.85 ea	312.00 ea	536.00 ea	343.75 ea	
2 plates-3/4x95x120" long	2,678.17 ea	2,260.43 ea	1,725.00 ea	1,512.50 ea	2,882.00 ea	1,748.51 ea	
2 plates-3/4x70x120" long	1,979.41 ea	1,665.55 ea	1,725.00 ea	1,512.50 ea	2,162.00 ea	1,849.70 ea	
2 plates-1/2x70x127" long	1,408.41 ea	1,225.90 ea	865.00 ea	1,157.50 ea	1,525.00 ea	1,303.71 ea	
Freight	390.00	incl	incl	incl	incl	incl	
TOTAL	20,208.50	16,625.24	14,998.60	✓ 12,600.00	20,290.00	14,562.36	

ATTENDING OPENING: Jenny Peay, Ann Albertson, Lee Davis, Jack Hirst

BID NO: 95-12
(Use this number on envelopes and
all related correspondence)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALTHALLA, S. C. 29691

The _____ submits
herein our Bid in response to bid request number shown above, and in compliance
with the description(s) and/or specification(s) attached hereto for _____
Steel for relining two Cline Backdump truck beds

Quantity	Description	Unit Price
8	plates - 3/8 x 24 x 66" long	x 200. ⁵³ EA.
8	plates - 3/8 x 24 x 63" long	192. ¹⁴ EA.
24	plates - 3/8 x 3 x 70" long	38. ¹⁷ EA.
12	plates - 3/8 x 6 x 70" long	63. ⁷⁸ EA.
4	plates - 3/8 x 8 x 70" long	80. ⁴⁹ EA.
4	plates - 3/8 x 8 x 96" long	109. ⁶⁰ EA.
4	plates - 3/8 x 28 x 153" long	525. ⁹⁹ EA.
2	plates - 3/4 x 95 x 120" long	2,678. ¹⁷ EA.
2	plates - 3/4 x 70 x 120" long	1,979. ⁴¹ EA.
2	plates - 1/2 x 70 x 127" long	1,408. ⁴¹ EA.
Grand Total		\$ 19,817.¹⁰ TOTAL

Bid shall include delivery to location stated on Bid Notice Plus + \$390.⁰⁰ FR.T.
Show any exception, deviations, extra computation, or information on Bid Supplemental
Form attaches hereto.

Delivery Date About 12 days

BIDDING ORGANIZATION _____

ADDRESS: P. O. BOX _____

CITY, STATE, ZIP CODE _____

SIGNATURE OF BIDDER REPRESENTATIVE Mark R...

TITLE _____

DATE 10-23-95

TELEPHONE 1-800-633-6635

BID NO: 95-12

(Use this number on envelopes and
all related correspondence)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, S. C. 29691

The Tricon Metals & Services, Inc. submits
herein our Bid in response to bid request number shown above, and in compliance
with the description(s) and/or specification(s) attached hereto for Tri-X Wear Plate
Steel for relining two Cline Backdump truck beds

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>
8	plates - 3/8 x 24 x 66" long	<u>163.83</u>
8	plates - 3/8 x 24 x 63" long	<u>156.37</u>
24	plates - 3/8 x 3 x 70" long	<u>22.83</u>
12	plates - 3/8 x 6 x 70" long	<u>43.42</u>
	plates - 3/8 x 8 x 70" long	<u>58.02</u>
4	plates - 3/8 x 8 x 96" long	<u>79.45</u>
4	plates - 3/8 x 28 x 153" long	<u>443.22</u>
2	plates - 3/4 x 95 x 120" long	<u>2260.43</u>
2	plates - 3/4 x 70 x 120" long	<u>1665.55</u>
2	plates - 1/2 x 70 x 127" long	<u>1225.90</u>
Grand Total		<u>\$16,257.08</u>

Bid shall include delivery to location stated on Bid Notice

Show any exception, deviations, extra computation, or information on Bid Supplemental
Form attaches hereto.

Delivery Date 4-5 Days A.R.O.

BIDDING ORGANIZATION Tricon Metals & Services, Inc.

ADDRESS: P. O. BOX 101447

CITY, STATE, ZIP CODE Birmingham, Al. 35210

SIGNATURE OF BIDDER REPRESENTATIVE 

TITLE Sales

DATE 10/26/95

TELEPHONE (205) 956-2567

BID NO: 95-12
(Use this number on envelopes and all related correspondence)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, S. C. 29691

The Jeffreys Steel Company submits herein our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for Steel for relining two Cline Backdump truck beds

Quantity	Description	Unit Price
8	plates - 3/8 x 24 x 66" long	\$ 167.45 EA
8	plates - 3/8 x 24 x 63" long	159.85 EA
24	plates - 3/8 x 3 x 70" long	26.45 EA
12	plates - 3/8 x 6 x 70" long	52.90 EA
	plates - 3/8 x 8 x 70" long	70.55 EA
4	plates - 3/8 x 8 x 96" long	96.75 EA
4	plates - 3/8 x 28 x 153" long	452.85 EA
2	plates - 3/4 x 95 x 120" long	1,725.00 EA
2	plates - 3/4 x 70 x 120" long	1,725.00 EA
2	plates - 1/2 x 70 x 127" long	865.00 EA
Grand Total		\$ 14,998.60

Bid shall include delivery to location stated on Bid Notice
Show any exception, deviations, extra computation, or information on Bid Supplemental Form attaches hereto.

Delivery Date 3 weeks after receipt of order

BIDDING ORGANIZATION Jeffreys Steel Company

ADDRESS: P. O. BOX P.O. Box 966

CITY, STATE, ZIP CODE Oakwood, GA 30566

SIGNATURE OF BIDDER REPRESENTATIVE *Joe Daerflinger*

TITLE Sales Manager

DATE October 27, 1995

TELEPHONE (770)536-1214 / (800)537-1214

ALL MATERIAL QUOTED HS 500 ABRASIVE RESISTANT PLATE

BID NO: 95-12
(Use this number on envelopes and
all related correspondence)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, S. C. 29691

The HIGH STRENGTH STEEL CO. submits
herein our Bid in response to bid request number shown above, and in compliance
with the description(s) and/or specification(s) attached hereto for _____
Steel for relining two Cline Backdump truck beds

Quantity	Description	Unit Price	
8	plates - 3/8 x 24 x 66" long	<u>925.⁰⁰</u>	<u>T21</u>
8	plates - 3/8 x 24 x 63" long	<u>885.⁰⁰</u>	
24	plates - 3/8 x 3 x 70" long	<u>398.⁰⁰</u>	
12	plates - 3/8 x 6 x 70" long	<u>380.-</u>	
	plates - 3/8 x 8 x 70" long	<u>168.-</u>	
4	plates - 3/8 x 8 x 96" long	<u>231.-</u>	
4	plates - 3/8 x 28 x 153" long	<u>1248.⁰⁰</u>	
2	plates - 3/4 x 95 x 120" long	<u>3025.⁰⁰</u>	
2	plates - 3/4 x 70 x 120" long	<u>3025.⁰⁰</u>	
2	plates - 1/2 x 70 x 127" long	<u>2315.⁰⁰</u>	
Grand Total		\$ <u>12,600.⁰⁰</u>	<u>3675.⁰⁰</u> <u>2595.⁰⁰</u> <u>13,520.⁰⁰</u>

Bid shall include delivery to location stated on Bid Notice
Show any exception, deviations, extra computation, or information on Bid Supplemental
Form attaches hereto.

Delivery Date 5-8 DAYS ARO

BIDDING ORGANIZATION HIGH STRENGTH STEEL

ADDRESS: P. O. BOX 3200 NORTH BERKELEY LAKE ROAD

CITY, STATE, ZIP CODE DULUTH, GEORGIA 30136

SIGNATURE OF BIDDER REPRESENTATIVE Robert W. Drees

TITLE Sales Representative

DATE 10-27-95

TELEPHONE 800 445 2159

BID NO: 95-12
(Use this number on envelopes and
all related correspondence)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALTHALLA, S. C. 29691

The IDEAL STEEL INC. submits

herein our Bid in response to bid request number shown above, and in compliance
with the description(s) and/or specification(s) attached hereto for _____
Steel for relining two Cline Backdump truck beds

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>
8	plates - 3/8 x 24 x 66" long	<u>\$198.00 Each</u>
8	plates - 3/8 x 24 x 63" long	<u>189.00 Each</u>
24	plates - 3/8 x 3 x 70" long	<u>27.00 Each</u>
12	plates - 3/8 x 6 x 70" long	<u>53.00 Each</u>
4	plates - 3/8 x 8 x 70" long	<u>61.00 Each</u>
	plates - 3/8 x 8 x 96" long	<u>96.00 Each</u>
4	plates - 3/8 x 28 x 153" long	<u>536.00 Each</u>
2	plates - 3/4 x 95 x 120" long	<u>2882.00 Each</u>
2	plates - 3/4 x 70 x 120" long	<u>2162.00 Each</u>
2	plates - 1/2 x 70 x 127" long	<u>1525.00 Each</u>
Grand Total		\$ <u>20,290.00</u>

Bid shall include delivery to location stated on Bid Notice
Show any exception, deviations, extra computation, or information on Bid Supplemental
Form attaches hereto.

Delivery Date One week from acceptance of bid.

BIDDING ORGANIZATION Ideal Steel Inc.

ADDRESS: P. O. BOX 120 Halper Road

CITY, STATE, ZIP CODE Seneca, SC 29678

SIGNATURE OF BIDDER REPRESENTATIVE _____

TITLE Plant Manager

DATE 10-23-95

TELEPHONE (803) 882-6773 Fax (803) 882-6883

BID NO: 95-12
(Use this number on envelopes and all related correspondence)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
*** 201 WEST MAIN STREET**
WALHALLA, S. C. 29691

The North East Metals, Inc submits
herein our Bid in response to bid request number shown above, and in compliance
with the description(s) and/or specification(s) attached hereto for _____
Steel for relining two Cline Backdump truck beds

Quantity	Description	Unit Price	
8	plates - 3/8 x 24 x 66" long	<u>137.81</u> / <u>1102.50</u>	} HS 500 (Eq. EB 430)
8	plates - 3/8 x 24 x 63" long	<u>121.00</u> / <u>968.00</u>	
24	plates - 3/8 x 3 x 70" long	<u>18.69</u> / <u>448.50</u>	
12	plates - 3/8 x 6 x 70" long	<u>35.31</u> / <u>423.75</u>	
	plates - 3/8 x 8 x 70" long	<u>46.54</u> / <u>186.24</u>	
4	plates - 3/8 x 8 x 96" long	<u>63.63</u> / <u>254.50</u>	
4	plates - 3/8 x 28 x 153" long	<u>343.75</u> / <u>1375.00</u>	
2	plates - 3/4 x 95 x 120" long	<u>1748.51</u> / <u>3497.02</u>	> T21 475
2	plates - 3/4 x 70 x 120" long	<u>1849.70</u> / <u>3699.40</u>	
2	plates - 1/2 x 70 x 127" long	<u>1303.71</u> / <u>2607.40</u>	
Grand Total		<u>\$ 14,562.27</u>	

Bid shall include delivery to location stated on Bid Notice
Show any exception, deviations, extra computation, or information on Bid Supplemental Form attaches hereto.

Delivery Date 7-10 Working Days
BIDDING ORGANIZATION North East Metals, Inc.

ADDRESS: P. O. BOX 131 Joe Harvey St., PO Box 140
CITY, STATE, ZIP CODE Lavonia, Ga 30553

SIGNATURE OF BIDDER REPRESENTATIVE Paula A. Hubbard
TITLE President
DATE 10/23/95
TELEPHONE 800/848-7818

OCONEE COUNTY BID TABULATION

BID FOR: Employee Uniforms

DATE: October 24, 1995

BID NO: 95-10

LOCATION: Walhalla, SC

TIME: 2:00p.m.

BIDDERS	Command Uniforms		National Direct		R & R Uniforms	
	Shirts-sh. sleeve,mens	10.06	1,509.00	7.95	1,192.50	9.29
Shirts-lg sleeve,mens	11.65	1,747.50	9.50	1,425.00	10.99	1,648.50
Shirts-cotton,sh.sleeve	13.43	268.60	11.95	239.00	13.79	275.80
Shirts-cotton,lg.sleeve	14.66	293.20	13.00	260.00	14.99	299.80
Shirts-sh. sleeve,wom.	10.06	352.10	8.50	297.50	9.29	325.15
Shirts-lg. sleeve,wom.	11.65	349.50	10.15	304.50	10.99	329.70
Pants-womans	12.95	841.75	13.25	861.25	12.99	844.35
Pants-mens	10.95	3,285.00	11.90	3,570.00	12.99	3,897.00
Pants-cotton, mens	15.50	620.00	15.50	620.00	6.49	659.60
Jackets	21.56	107.80	22.60	113.00	23.99	119.95
Coveralls-light weight	19.31	38.62	21.10	42.20	21.49	42.98
Coveralls-insulated	44.95	89.90	40.10	80.20	41.49	82.98
SUBTOTAL:		9,502.97		9,005.15		9,919.31
OPTIONS:						
U.S. flag on sleeve	1.00	41.00	1.60	65.60	.79	32.39
Name/dept emblems	included		.60	486.00	included	
recycling emblems	included		1.25	51.25	to be provided by County	
Oversized uniforms	2X 20% above				10% above	
TOTAL:	✓	9,543.97		9,608.00		9,951.70

ATTENDING OPENING: 10/24/95--Marianne Dillard, Jenny Peay, Tommy Crumpton, Lee Davis, Richard Zunida-Command Uniforms
 10/27/95--Jenny Peay, Donna McAlister, Jim Smith

BID NO. 95-10
 (Use this number on envelopes & all related correspondence)

BID FORM
 OCONEE COUNTY PURCHASING DEPARTMENT
 201 WEST MAIN STREET
 WALHALLA, S.C. 29691

The _____ submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for

Uniforms for County Employee's

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1 150	Shirts - short sleeve - mens <u>page 3</u>	10.06	1509.00
2 150	Shirts - long sleeve - mens <u>page 4</u>	11.65	1747.50
3 20	Shirts - cotton - short sleeve - mens <u>page 7</u>	13.43	268.60
4 20	Shirts - cotton - long sleeve - mens <u>page 7</u>	14.66	293.20
5 35	Shirts - Womens - short sleeve <u>page 3</u>	10.06	352.10
6 30	Shirts - Womens - long sleeve <u>page 3</u>	11.65	349.50
7 65	Pants - Womens <u>page 11</u>	12.95	841.75
8 300	Pants - Mens <u>page 11</u>	10.95	3285.00
9 40	Pants - mens - cotton <u>page 13</u>	15.50	620.00
10 5	Jackets <u>page 24</u>	21.56	107.80
11 2	Coveralls - light weight <u>page 27</u>	19.31	38.62
12 2	Coveralls - insulated <u>page 29</u>	44.95	89.90
	OPTIONS:		
<i>NO QUANTITY</i>	American flag on sleeves	1.00	—
	Recycling emblems above department name emblem	<i>included in price of garments.</i>	
	Additional charge for oversized uniforms		
	<i>See Bid Supplemental Form Attached & Catalog enclosed.</i>		

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto with our piece cuffs. Two button through box

Delivery Date: 30-45 Days
 BIDDING ORGANIZATION Command Banner Uniforms
 ADDRESS: P.O. BOX 437 ARMOUR CIRCLE N.E.
 CITY, STATE, ZIP CODE ATLANTA, GEORGIA 30324

SIGNATURE OF BIDDERS REPRESENTATIVE P.P. Kinga
 TITLE S.M.
 DATE 10/18/95

BID SUPPLEMENTAL FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
201 West Main Street
WALHALLA, SOUTH CAROLINA 29691

DATE 10/18/95 BID NO. 95-04

Over-size charges:

- # 1 --- 20% Above 2XL + UP
- # 2 --- 20% Above 2XL + UP
- # 3 --- 20% Above 2XL + UP
- # 4 --- 20% Above 2XL + UP
- # 5 --- 20% Above 2XL + UP
- # 6 --- 20% Above 2XL + UP
- # 7 --- 20% Above 22 + UP
- # 8 --- 20% Above 44 + UP
- # 9 --- 20% Above 44 + UP
- # 10 --- 20% Above 2XL + UP
- # 11 --- 20% Above 52 + UP
- # 12 --- 20% Above 2XL + UP

*NO charge for Delivery.
TO ONE LOCATION*

Richard R. Zuniga

NATIONAL DIRECT

BID NO. 95-10

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
150	Shirts - short sleeve - mens sizes 2XL - 4XL \$ 9.55 size 5XL \$13.95	\$ 7.95	\$1192.50
150	Shirts - long sleeve - mens sizes 2XL - 4XL \$11.40 size 5XL \$16.65	\$ 9.50	\$1425.00
20	Shirts - cotton - short sleeve - mens sizes 2XL - 3XL \$14.35	\$11.95	\$ 239.00
20	Shirts - cotton - long sleeve - mens sizes 2XL - 4XL \$15.60	\$13.00	\$ 260.00
35	Shirts - short sleeve - womens sizes 2XL - 3XL \$10.20	\$ 8.50	\$ 297.50
30	Shirts - long sleeve - womens sizes 2XL - 3XL \$12.20	\$10.15	\$ 304.50
65	Pants - womens sizes 22 - 28 \$15.90	\$13.25	\$ 861.25
300	Pants - mens sizes 44 - 50 \$14.30 sizes 52 - 54 \$17.85 sizes 56 - 60 \$20.85 sizes 62 - 66 \$23.80	\$11.90	\$3570.00
40	Pants - cotton - mens size 44 \$18.60 sizes 46 + \$31.00	\$15.50	\$ 620.00
5	Jackets (hip length) sizes 2XL - 3XL \$27.15 size 4XL \$33.90	\$22.60	\$ 113.00
2	Coveralls - light weight sizes 52 - 58 \$25.35	\$21.10	\$ 42.20
2	Coveralls - insulated sizes 2XL - 3XL \$48.15	\$40.10	\$ 80.20
	Options:		
	American Flag	\$ 1.60	
	Logo Emblem	\$ 1.25	
	Name / Dept. Emblem (express)	\$.60	
		TOTAL	\$9005.15

The following exceptions to bid # 95-04 should be noted:

- **Jacket (waist length) \$ 21.95**
 - sizes 2XL - 3XL \$ 26.35
 - size 4XL \$ 32.95

- **Insulated coveralls do not have leg side seam zipper**

- **Color selections vary as follows:**
 - Mens poplin shirts - lt. tan, lt. blue, lt. grey, navy*
 - Mens cotton shirts - khaki, lt. blue, graphite (medium) grey, navy*
 - Womens poplin shirts - lt. tan, lt. blue, lt. grey, navy*
 - Womens pants - brown, charcoal, navy*
 - Mens twill pants - brown, charcoal, navy*
 - Mens cotton pants - brown, charcoal, navy*
 - Jackets - brown, charcoal, navy*
 - Coveralls - brown, charcoal, navy*
 - Coveralls, insulated - navy*

National Direct Source, the direct sales division of National Linen / Uniform Services, will handle the processing and fulfillment of all orders. Joe Hayden of National Uniform Service in Greenville, SC, will assist in the sizing required.

As sizing will be performed, no size exchanges will be allowed without a 20% restocking fee. Any garments customized with emblems, or special-cut size garments, are not returnable. Any defective garments, or shipping errors due to **National Direct Source**, will be exchanged at no additional charge.

National Direct Source will be your contact point for any questions regarding products, shipping, billing, etc. Our phone number is 1-800-682-7779.

BID NO. 95-10
 (Use this number on envelopes & all related correspondence)

BID FORM
 OCOONEE COUNTY PURCHASING DEPARTMENT
 201 WEST MAIN STREET
 WALHALLA, S.C. 29691

The R&R UNIFORMS INC. submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for

Uniforms for County Employee's

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
150	Shirts - short sleeve - mens	9.29	1393.50
150	Shirts - long sleeve - mens	10.99	1648.50
20	Shirts - cotton - short sleeve - mens	13.79	275.80
20	Shirts - cotton - long sleeve - mens	14.99	299.80
35	Shirts - Womens - short sleeve	9.29	325.15
30	Shirts - Womens - long sleeve	10.99	329.70
65	Pants - Womens	12.99	844.35
300	Pants - Mens	12.99	3897.00
40	Pants - mens - cotton	16.49	659.60
5	Jackets	23.99	119.95
2	Coveralls - light weight	21.49	42.98
2	Coveralls - insulated	41.49	82.98
	OPTIONS:		
	American flag on sleeves	.79	
	Recycling emblems above department name emblem		
	Additional charge for oversized uniforms		
	10% on shirts 2XL and above		
	10% on pants 44 and above		

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 45 DAYS
 BIDDING ORGANIZATION R&R UNIFORMS INC.
 ADDRESS: P.O. BOX 514 NORTH COLLEGE P.O. BOX 30065
 CITY, STATE, ZIP CODE CHARLOTTE N.C. 28202

SIGNATURE OF BIDDERS REPRESENTATIVE *Anna Whithead*
 TITLE *General Manager*
 DATE 10/23/95
 TELEPHONE (704) 333-6681

BID SUPPLEMENTAL FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
201 West Main Street
WALHALLA, SOUTH CAROLINA 29691

DATE 10-23-95

BID NO. 95-04

ALL SHIRTS AND JACKETS WILL HAVE A PERSONALIZED EMBLEM
OVER THE RIGHT POCKET AND A COUNTY EMBLEM OVER THE
LEFT POCKET. COUNTY EMBLEM TO BE PROVIDED BY OCONEE CO.

NAME EMBLEMS WILL BE AN EMBROIDERD EMBLEM.

OCONEE COUNTY COUNCIL

RESOLUTION 95-26

WHEREAS, World War II ended in Europe in May, 1945 and in Japan in September, 1945; and

WHEREAS, Oconee County Council wishes to express appreciation to the Oconee County World War II Commemorative Committee who honored the Fiftieth Anniversary of the end of the war with the following events:

"D" Day Celebration - June 6, 1994

Flag Dedication - October 7, 1994

Honoring of World War II Veterans & Prisoners of War - November 11, 1994

The Ribbon Campaign - January - July, 1995

Picnic Honoring World War II Veterans - July 4, 1995

Veterans Day Parade - November 11, 1995

NOW THEREFORE, BE IT RESOLVED, in Council duly assembled this date that the Oconee County Council expresses its appreciation to Ms. Nan Jones, Chairperson, Oconee County World War II Commemorative Committee, in planning the above mentioned events making all county citizens more aware of the debt we owe to those who sacrificed so much in World War II that we might enjoy the freedoms that we have today.

BE IT FURTHER RESOLVED, that Ms. Jones receive a copy of this resolution and that a copy shall be forever inscribed upon the official records of Oconee County, South Carolina.

DONE, RATIFIED & ADOPTED, in Council duly assembled at Walhalla, South Carolina, this seventh day of November, 1995.

Norman D. Crain
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

OCONEE COUNTY COUNCIL

RESOLUTION 95-27

WHEREAS, World War II ended in Europe in May, 1945 and in Japan in September, 1945; and

WHEREAS, Oconee County Council wishes to express appreciation to the Oconee County World War II Commemorative Committee who honored the Fiftieth Anniversary of the end of the war with the following events:

"D" Day Celebration - June 6, 1994

Flag Dedication - October 7, 1994

Honoring of World War II Veterans & Prisoners of War - November 11, 1994

The Ribbon Campaign - January - July, 1995

Picnic Honoring World War II Veterans - July 4, 1995

Veterans Day Parade - November 11, 1995

NOW THEREFORE, BE IT RESOLVED, in Council duly assembled this date that the Oconee County Council expresses its appreciation to Mr. Steve Moore, Member, Oconee County World War II Commemorative Committee, in planning the above mentioned events making all county citizens more aware of the debt we owe to those who sacrificed so much in World War II that we might enjoy the freedoms that we have today.

BE IT FURTHER RESOLVED, that Mr. Moore receive a copy of this resolution and that a copy shall be forever inscribed upon the official records of Oconee County, South Carolina.

DONE, RATIFIED & ADOPTED, in Council duly assembled at Walhalla, South Carolina, this seventh day of November, 1995.

Norman D. Crain
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

OCONEE COUNTY COUNCIL

RESOLUTION 95-28

WHEREAS, World War II ended in Europe in May, 1945 and in Japan in September, 1945; and

WHEREAS, Oconee County Council wishes to express appreciation to the Oconee County World War II Commemorative Committee who honored the Fiftieth Anniversary of the end of the war with the following events:

"D" Day Celebration - June 6, 1994

Flag Dedication - October 7, 1994

Honoring of World War II Veterans & Prisoners of War - November 11, 1994

The Ribbon Campaign - January - July, 1995

Picnic Honoring World War II Veterans - July 4, 1995

Veterans Day Parade - November 11, 1995

NOW THEREFORE, BE IT RESOLVED, in Council duly assembled this date that the Oconee County Council expresses its appreciation to Mr. Tony Honea, Member, Oconee County World War II Commemorative Committee, in planning the above mentioned events making all county citizens more aware of the debt we owe to those who sacrificed so much in World War II that we might enjoy the freedoms that we have today.

BE IT FURTHER RESOLVED, that Mr. Honea receive a copy of this resolution and that a copy shall be forever inscribed upon the official records of Oconee County, South Carolina.

DONE, RATIFIED & ADOPTED, in Council duly assembled at Walhalla, South Carolina, this seventh day of November, 1995.

Norman D. Crain
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

OCONEE COUNTY COUNCIL

RESOLUTION 95-29

WHEREAS, World War II ended in Europe in May, 1945 and in Japan in September, 1945; and

WHEREAS, Oconee County Council wishes to express appreciation to the Oconee County World War II Commemorative Committee who honored the Fiftieth Anniversary of the end of the war with the following events:

"D" Day Celebration - June 6, 1994

Flag Dedication - October 7, 1994

Honoring of World War II Veterans & Prisoners of War - November 11, 1994

The Ribbon Campaign - January - July, 1995

Picnic Honoring World War II Veterans - July 4, 1995

Veterans Day Parade - November 11, 1995

NOW THEREFORE, BE IT RESOLVED, in Council duly assembled this date that the Oconee County Council expresses its appreciation to Mr. Joe Rawl, Member, Oconee County World War II Commemorative Committee, in planning the above mentioned events making all county citizens more aware of the debt we owe to those who sacrificed so much in World War II that we might enjoy the freedoms that we have today.

BE IT FURTHER RESOLVED, that Mr. Rawl receive a copy of this resolution and that a copy shall be forever inscribed upon the official records of Oconee County, South Carolina.

DONE, RATIFIED & ADOPTED, in Council duly assembled at Walhalla, South Carolina, this seventh day of November, 1995.

Norman D. Crain
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

OCONEE COUNTY COUNCIL

RESOLUTION 95-30

WHEREAS, World War II ended in Europe in May, 1945 and in Japan in September, 1945; and

WHEREAS, Oconee County Council wishes to express appreciation to the Oconee County World War II Commemorative Committee who honored the Fiftieth Anniversary of the end of the war with the following events:

"D" Day Celebration - June 6, 1994

Flag Dedication - October 7, 1994

Honoring of World War II Veterans & Prisoners of War - November 11, 1994

The Ribbon Campaign - January - July, 1995

Picnic Honoring World War II Veterans - July 4, 1995

Veterans Day Parade - November 11, 1995

NOW THEREFORE, BE IT RESOLVED, in Council duly assembled this date that the Oconee County Council expresses its appreciation to Mr. Bobbie Poole, Member, Oconee County World War II Commemorative Committee, in planning the above mentioned events making all county citizens more aware of the debt we owe to those who sacrificed so much in World War II that we might enjoy the freedoms that we have today.

BE IT FURTHER RESOLVED, that Mr. Poole receive a copy of this resolution and that a copy shall be forever inscribed upon the official records of Oconee County, South Carolina.

DONE, RATIFIED & ADOPTED, in Council duly assembled at Walhalla, South Carolina, this seventh day of November, 1995.

Norman D. Crain
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

OCONEE COUNTY COUNCIL

RESOLUTION 95-31

WHEREAS, World War II ended in Europe in May, 1945 and in Japan in September, 1945; and

WHEREAS, Oconee County Council wishes to express appreciation to the Oconee County World War II Commemorative Committee who honored the Fiftieth Anniversary of the end of the war with the following events:

"D" Day Celebration - June 6, 1994

Flag Dedication - October 7, 1994

Honoring of World War II Veterans & Prisoners of War - November 11, 1994

The Ribbon Campaign - January - July, 1995

Picnic Honoring World War II Veterans - July 4, 1995

Veterans Day Parade - November 11, 1995

NOW THEREFORE, BE IT RESOLVED, in Council duly assembled this date that the Oconee County Council expresses its appreciation to Mr. Ed Wright, Member, Oconee County World War II Commemorative Committee, in planning the above mentioned events making all county citizens more aware of the debt we owe to those who sacrificed so much in World War II that we might enjoy the freedoms that we have today.

BE IT FURTHER RESOLVED, that Mr. Wright receive a copy of this resolution and that a copy shall be forever inscribed upon the official records of Oconee County, South Carolina.

DONE, RATIFIED & ADOPTED, in Council duly assembled at Walhalla, South Carolina, this seventh day of November, 1995.

Norman D. Crain
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

OCONEE COUNTY COUNCIL

RESOLUTION 95-32

WHEREAS, World War II ended in Europe in May, 1945 and in Japan in September, 1945; and

WHEREAS, Oconee County Council wishes to express appreciation to the Oconee County World War II Commemorative Committee who honored the Fiftieth Anniversary of the end of the war with the following events:

"D" Day Celebration - June 6, 1994

Flag Dedication - October 7, 1994

Honoring of World War II Veterans & Prisoners of War - November 11, 1994

The Ribbon Campaign - January - July, 1995

Picnic Honoring World War II Veterans - July 4, 1995

Veterans Day Parade - November 11, 1995

NOW THEREFORE, BE IT RESOLVED, in Council duly assembled this date that the Oconee County Council expresses its appreciation to Mr. Ray Head, Member, Oconee County World War II Commemorative Committee, in planning the above mentioned events making all county citizens more aware of the debt we owe to those who sacrificed so much in World War II that we might enjoy the freedoms that we have today.

BE IT FURTHER RESOLVED, that Mr. Head receive a copy of this resolution and that a copy shall be forever inscribed upon the official records of Oconee County, South Carolina.

DONE, RATIFIED & ADOPTED, in Council duly assembled at Walhalla, South Carolina, this seventh day of November, 1995.

Norman D. Crain
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

OCONEE COUNTY COUNCIL

RESOLUTION 95-33

WHEREAS, World War II ended in Europe in May, 1945 and in Japan in September, 1945; and

WHEREAS, Oconee County Council wishes to express appreciation to the Oconee County World War II Commemorative Committee who honored the Fiftieth Anniversary of the end of the war with the following events:

"D" Day Celebration - June 6, 1994

Flag Dedication - October 7, 1994

Honoring of World War II Veterans & Prisoners of War - November 11, 1994

The Ribbon Campaign - January - July, 1995

Picnic Honoring World War II Veterans - July 4, 1995

Veterans Day Parade - November 11, 1995

NOW THEREFORE, BE IT RESOLVED, in Council duly assembled this date that the Oconee County Council expresses its appreciation to Mr. John Palmer, Member, Oconee County World War II Commemorative Committee, in planning the above mentioned events making all county citizens more aware of the debt we owe to those who sacrificed so much in World War II that we might enjoy the freedoms that we have today.

BE IT FURTHER RESOLVED, that Mr. Palmer receive a copy of this resolution and that a copy shall be forever inscribed upon the official records of Oconee County, South Carolina.

DONE, RATIFIED & ADOPTED, in Council duly assembled at Walhalla, South Carolina, this seventh day of November, 1995.

Norman D. Crain
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

OCONEE COUNTY COUNCIL

RESOLUTION 95-34

WHEREAS, World War II ended in Europe in May, 1945 and in Japan in September, 1945; and

WHEREAS, Oconee County Council wishes to express appreciation to the Oconee County World War II Commemorative Committee who honored the Fiftieth Anniversary of the end of the war with the following events:

"D" Day Celebration - June 6, 1994

Flag Dedication - October 7, 1994

Honoring of World War II Veterans & Prisoners of War - November 11, 1994

The Ribbon Campaign - January - July, 1995

Picnic Honoring World War II Veterans - July 4, 1995

Veterans Day Parade - November 11, 1995

NOW THEREFORE, BE IT RESOLVED, in Council duly assembled this date that the Oconee County Council expresses its appreciation to Mr. Paul Wilkerson, Member, Oconee County World War II Commemorative Committee, in planning the above mentioned events making all county citizens more aware of the debt we owe to those who sacrificed so much in World War II that we might enjoy the freedoms that we have today.

BE IT FURTHER RESOLVED, that Mr. Wilkerson receive a copy of this resolution and that a copy shall be forever inscribed upon the official records of Oconee County, South Carolina.

DONE, RATIFIED & ADOPTED, in Council duly assembled at Walhalla, South Carolina, this seventh day of November, 1995.

Norman D. Crain
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

OCONEE COUNTY COUNCIL

RESOLUTION 95-35

WHEREAS, World War II ended in Europe in May, 1945 and in Japan in September, 1945; and

WHEREAS, Oconee County Council wishes to express appreciation to the Oconee County World War II Commemorative Committee who honored the Fiftieth Anniversary of the end of the war with the following events:

"D" Day Celebration - June 6, 1994

Flag Dedication - October 7, 1994

Honoring of World War II Veterans & Prisoners of War - November 11, 1994

The Ribbon Campaign - January - July, 1995

Picnic Honoring World War II Veterans - July 4, 1995

Veterans Day Parade - November 11, 1995

NOW THEREFORE, BE IT RESOLVED, in Council duly assembled this date that the Oconee County Council expresses its appreciation to Mr. Victor Aviles, Member, Oconee County World War II Commemorative Committee, in planning the above mentioned events making all county citizens more aware of the debt we owe to those who sacrificed so much in World War II that we might enjoy the freedoms that we have today.

BE IT FURTHER RESOLVED, that Mr. Aviles receive a copy of this resolution and that a copy shall be forever inscribed upon the official records of Oconee County, South Carolina.

DONE, RATIFIED & ADOPTED, in Council duly assembled at Walhalla, South Carolina, this seventh day of November, 1995.

Norman D. Crain
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

OCONEE COUNTY COUNCIL

RESOLUTION 95-36

WHEREAS, World War II ended in Europe in May, 1945 and in Japan in September, 1945; and

WHEREAS, Oconee County Council wishes to express appreciation to the Oconee County World War II Commemorative Committee who honored the Fiftieth Anniversary of the end of the war with the following events:

"D" Day Celebration - June 6, 1994

Flag Dedication - October 7, 1994

Honoring of World War II Veterans & Prisoners of War - November 11, 1994

The Ribbon Campaign - January - July, 1995

Picnic Honoring World War II Veterans - July 4, 1995

Veterans Day Parade - November 11, 1995

NOW THEREFORE, BE IT RESOLVED, in Council duly assembled this date that the Oconee County Council expresses its appreciation to Mr. Jerry Dyar, Member, Oconee County World War II Commemorative Committee, in planning the above mentioned events making all county citizens more aware of the debt we owe to those who sacrificed so much in World War II that we might enjoy the freedoms that we have today.

BE IT FURTHER RESOLVED, that Mr. Dyar receive a copy of this resolution and that a copy shall be forever inscribed upon the official records of Oconee County, South Carolina.

DONE, RATIFIED & ADOPTED, in Council duly assembled at Walhalla, South Carolina, this seventh day of November, 1995.

Norman D. Crain
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

OCONEE COUNTY COUNCIL

RESOLUTION 95-37

WHEREAS, World War II ended in Europe in May, 1945 and in Japan in September, 1945; and

WHEREAS, Oconee County Council wishes to express appreciation to the Oconee County World War II Commemorative Committee who honored the Fiftieth Anniversary of the end of the war with the following events:

"D" Day Celebration - June 6, 1994

Flag Dedication - October 7, 1994

Honoring of World War II Veterans & Prisoners of War - November 11, 1994

The Ribbon Campaign - January - July, 1995

Picnic Honoring World War II Veterans - July 4, 1995

Veterans Day Parade - November 11, 1995

NOW THEREFORE, BE IT RESOLVED, in Council duly assembled this date that the Oconee County Council expresses its appreciation to Mrs. Janice Matheson, Member, Oconee County World War II Commemorative Committee, in planning the above mentioned events making all county citizens more aware of the debt we owe to those who sacrificed so much in World War II that we might enjoy the freedoms that we have today.

BE IT FURTHER RESOLVED, that Mrs. Matheson receive a copy of this resolution and that a copy shall be forever inscribed upon the official records of Oconee County, South Carolina.

DONE, RATIFIED & ADOPTED, in Council duly assembled at Walhalla, South Carolina, this seventh day of November, 1995.

Norman D. Crain
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

THE MAX AND VICTORIA DREYFUS FOUNDATION INC.

Rec # 28851
10-2
50 MAIN STREET, SUITE 1000
WHITE PLAINS, NEW YORK 10601
TEL. (914) 682-2008

DIRECTORS:

NANCY E. ODDO
DAVID J. OPPENHEIM
NORMAN S. PORTENY
WINIFRED RIGGS PORTENY
MARY P. SURREY

October 24th, 1995

HON. ROBERT J. TRAINOR (1965-1983)

Peggy T. Hightower, Treasurer
Oconee County Treasurer's Office
P. O. Box 429
Walhalla, South Carolina 29691


Grant Purpose: Keowee Key Fire Station #17

Dear Ms. Hightower:

I am pleased to advise you that the Board of Directors of The Max and Victoria Dreyfus Foundation, at its October 17th, 1995 meeting, approved a grant in the amount of \$5,000 in support of the needs and programs of the Keowee Key Fire Station #17.

Accordingly, enclosed please find the Foundation's check representing the grant.

Sincerely,


Nancy E. Oddo
Vice President

o/g
enclosure

cc: Chief Ed Goff
Keowee Key Fire Department
115 Maintenance Road
Salem, South Carolina 29676

THE MAX AND VICTORIA
DREYFUS FOUNDATION INC.

50 MAIN ST., SUITE 1000
WHITE PLAINS, NY 10606

547

October 17, 19 95

1-1453
210

PAY TO THE ORDER OF OCONEE COUNTY TREASURER

\$ 5,000.00

FIVE THOUSAND and 00/100

DOLLAR

THE
BANK OF
NEW
YORK

360 Park Avenue
New York, NY 10022

Man G. Amny

Secy/T

FOR Grant - Keowee Key Fire Station #17

Gary E. Olds

Vice P

⑈005470⑈ ⑆021000018⑆ ⑈6309100997⑈

Oconee County Rock Quarry

686 Rock Crusher Road
Walhalla, SC 29691

(803) 638-4214

Thomas S. Crumpton
Director

Martha Presswood
Adm. Assistant

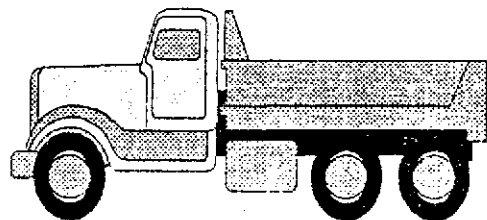
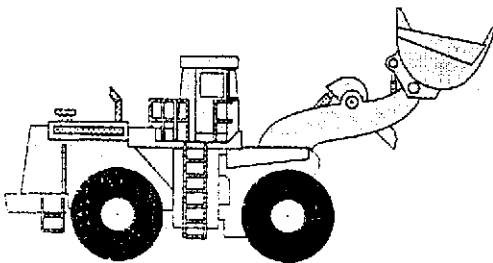
TO: COUNTY COUNCIL MEMBERS

FROM: THOMAS S. CRUMPTON, JR. *TSC*
ROCK QUARRY DIRECTOR

SUBJECT: ADDITIONAL MONIES FOR RENTAL CAT LOADER

I WOULD LIKE TO REQUEST AN ADDITIONAL SIX THOUSAND DOLLARS (\$6,000.00) BE TAKEN OUT OF CONTINGENCY FUND FOR THE PURPOSE OF CONTINUING RENTAL AGREEMENT ON THE CAT 966F WHEEL LOADER. I AM REQUESTING THESE MONIES DUE TO THE FACT THAT NO DECISION HAS BEEN MADE ON WHETHER OR NOT WE WILL PURCHASE THIS PIECE OF EQUIPMENT OR REBUILD ENGINE ON AN OLD PIECE OF EQUIPMENT ALREADY ON INVENTORY AT THE OCONEE COUNTY ROCK QUARRY.

YOUR CONSIDERATION OF THIS MATTER WOULD BE GREATLY APPRECIATED.



Memorandum

THRU: Mr. Norman D. Crain, Supervisor-Chairman

To: Mr. Roy Strickland, Chairman
Personnel and Intergovernmental Committee

From: Dillard E. Medford *DM*
Chief Magistrate

Date: October 30, 1995

Subject: Two (2) Permanent Secretaries for
Oconee County Summary Court

In Re: Meeting held August 1, 1995, concerning the above
subject

This memorandum is an inquiry concerning the request submitted and the prospect of a potential date this department may advertise. The Seneca office is in need of an additional secretary as soon as authorization is given to advertise. The Walhalla office would request authorization to advertise for January, 1996.

Even though the civil jurisdiction will not increase until January 1, 1996, the Walhalla office has filed 587 civil actions since January 1, 1995 to date, and the Seneca court has filed 540 cases during the same period. As noted on the material submitted at the August 1, 1995 meeting, the 1994 civil cases disposed of was 1087. Through October 30, 1995, 1127 cases have been filed which indicates an approximate increase of 9%, thus far. It is noted that the State wide disposed civil cases in 1994 reflected an 11.7% increase over 1993. The trend is continuing.